

**CONTRACT FOR SUPPORT SERVICES BETWEEN
STATE OF WYOMING, STATE AUDITOR'S OFFICE AND
CGI TECHNOLOGIES AND SOLUTIONS INC.**

1. **Parties.** The parties to this Contract are CGI Technologies and Solutions Inc. ("CGI" or "Contractor"), whose address is 11325 Random Hills Road, Fairfax, VA 22030 and Wyoming State Auditor's Office ("Agency") whose address is State Capitol Building, Room 114, Cheyenne, WY 82002.

2. **Purpose of Contract.** The purpose of this Contract is to provide for professional consulting by Contractor to Agency for computer software support services related to the significant computer system utilized by the Agency to process, track, and manage the State of Wyoming's financial and payroll functions. Contractor will provide regular and ongoing support services related to this computer system from a team of personnel knowledgeable about Agency's software, including Agency's customized software; will provide one point of contact for Agency; will resolve Issues using necessary design, technical and functional personnel, third party software licensors and external subject matter experts as may be required; will resolve issues in denominated time frames, including development of specially designed fixes of software for issues, with 24 X 7 support for critical and serious issues; will integrate updated software with existing Agency software; and will merge fixes and updated versions of software into over one million (1,000,000) lines of code which already exist in Agency software. In the past, support services have been contracted for by Agency on an ad hoc basis. Agency's goal in entering into this Contract is to provide for more sustained, efficient and economical solutions to issues which arise in the Agency's use of the computer system, and in the provision of Agency services to State agencies, other governmental entities, and members of the public who do business with the State or receive services or public benefits from or through the State. The Services to be provided by Contractor hereunder are specified in Sections 6

and 7 of the Contract, and include Contractor's performance responsibilities under the Contract for measurement purposes.

3. **Definitions.** Capitalized terms used in the Contract and its Exhibits 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. A list of this AMS Advantage Software is set out in Exhibit A of this Contract. AMS Advantage Software also includes new or substituted proprietary software.
- B. "Bundled Software" means the third party application software licensed to Agency, and upon which Agency pays standard annual maintenance fees, as listed in Exhibit A of this Contract.
- C. "Business Hours" means 6:00 a.m. to 7:00 p.m., U.S. Mountain Time, Monday through Friday, exclusive of Contractor Holidays.
- D. "Code Merge" means the process of assessing the impact of applying Platinum Covered Modifications to any new or revised Software, determining the appropriate method of integrating the two sets of Software. It also means documenting the methodology for applying over one hundred (100) Platinum Covered Modifications to applicable AMS Advantage Software HotFixes, Patch Sets, FixPacks and Minor Release.
- E. "Contract" means this agreement for computer software professional support services entered into between Contractor and Agency.
- F. "Contractor Holidays" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Contractor Holidays include the preceding Friday if one of the listed holidays is observed on a Saturday, and the following Monday if one of the listed holidays is observed on a Sunday.

- G. “Defect” means a deviation of the Software or Platinum Covered Modification(s) from its specifications or documentation.
- H. “Effective Date” means the date when all parties have executed this Contract and all required approvals have been granted and CGI is in receipt of the fully executed Contract.
- I. “FixPack(s)” means collections of software patches bundled together and tested based on the nature of fixes included. FixPacks are cumulative, that is, upgrading to a later FixPack will not require going through prior intermediate FixPacks.
- J. “HotFix(es)” means an urgent software patch provided by Contractor to Agency specifically to resolve one or more Critical or Serious Issues in the Software or Platinum Covered Modifications.
- K. “Issue(s)” means unexpected Software or Platinum Covered Modification processing problems or function impairments that can be the result of, but are not limited to: bad (i.e., corrupted, inappropriate or missing) data, inaccurate configuration, a misunderstanding of the functionality, or a Defect. Issues will be initially classified by the party identifying the Issue in accordance with the Severity definitions herein. Resolution of the Issue will proceed in accordance with such classification until one or both of the parties revise the Severity for the Issue in accordance with the coordinated effort defined under “Severity”.
- L. “Minor Release” means changes which enhance the Software’s functional and technical capabilities and respond to legislative or regulatory requirements without introducing a wholesale change in the Software. A Minor Release also contains corrections for Software Issues reported by licensees of the prior release.
- M. “Patch Set(s)” means Agency-specific Code Merges for Agency Issue resolutions and performance improvements. Patch sets are ready-to-run pre-merged packages, available and delivered to Agency on a schedule predetermined by Agency. They include a set

number of patches chosen by Agency from either its own Issues or those from the general install base for all patches for Software.

- N. “Platinum Covered Modifications” means the Agency-specific software that are customizations for which Contractor will provide the Services under this Contract. They are listed in Exhibit B of this Contract and designated as Platinum Covered Modifications and are to include any customizations added by Agency during the term of this Contract through an amendment as set forth in Section 9.A or the change process set forth in Section 9.HH.
- O. “Service Level(s)” means the response and resolution times applicable to Contractor’s performance on Issues as such response and resolution times and corresponding penalties are set out in Sections 6 and 7.
- P. “Service Level Score Card” means a monthly accounting of Issues provided by Contractor to Agency.
- Q. “Services” means the computer software professional support services to be performed by Contractor in support of the Software/Platinum Covered Modifications and as further described in this Contract, including without limitation, Set Up Services, Upgrade Services, and Issue Resolution Services.
- R. “Severity” is the severity assigned to each Issue, as ultimately managed by CGI with input from Agency. After initial assignment by the reporting party, this assignment is made as a coordinated effort between the Parties based on the definitions of the severities, possible workarounds, and the impact on the functionality. Severity assignment is subject to escalation and dispute resolution as set out in this Contract. Severity is assigned using the following definitions:
- i. “Critical Issue”: A problem in the Software or Platinum Covered Modification

causing critical impact to the Agency's business operation. No workaround is immediately available and work using the Software or Platinum Covered Modifications cannot continue.

- ii. "Serious Issue": A problem in the Software or Platinum Covered Modifications causing significant impact to Agency's business operation. A workaround is available but is unacceptable to Agency on a long term basis.
- iii. "Moderate Issue": A problem in the Software or Platinum Covered Modifications that impairs some functionality, but a practical workaround exists.
- iv. "Minor Issue": A problem in the Software or Platinum Covered Modifications that does not affect any functionality.

S. "Software" means, collectively, the AMS Advantage Software and Bundled Software.

T. "Support Hours" means twenty-four hours a day, seven days a week (24/7), exclusive of Contractor Holidays.

U. "Targeted Resolution Time" means the times set out in Sections 6 and 7 of this Contract for Contractor to resolve an Issue.

4. **Term of Contract and Required Approvals.** The term of the Contract is from November 18, 2008 through September 30, 2011. Before the expiration of the term, this Contract may be extended by agreement of both parties in writing and subject to the required approvals. Such agreement shall occur no less 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. Agency will provide ninety (90) days' written notice to Contractor of Agency's intent to renew or not renew 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 (Wyo. Stat. § 9-2-1016(b)(iv)).

5. **Payment.** The Agency agrees to pay Contractor a total amount not to exceed one million seven hundred eighty thousand (\$1,780,000) dollars for the Services required to be provided by Contractor under this Contract through September 30, 2011. Contractor shall invoice Agency in accordance with the following payment schedule; with payment terms of net thirty (30) days from receipt of invoice. No payment shall be made for work performed prior to the Effective Date. Except as otherwise provided in this Contract, Contractor shall pay all costs and expenses incurred by it or on its behalf in connection with its performance and compliance with all its obligations under this Contract.

Table 1: Payment Schedule

Service Type ^{*1}	Service Fee	Payment Schedule
Set-Up Services	\$225,000	Effective Date
Upgrade Services	\$102,000 each for 2 payments \$24,000 each for 4 payments	Two (2) equal payments on Effective Date and upon delivery of the Minor Release 3.7.0.2 Code Merge. Four (4) equal payments upon delivery of each Patch Set or two (2) equal payments upon delivery of each FixPack.
Issue Resolution Services	\$114,091 per quarter	Initial payment first day of the first quarter of Issue Resolution Services, and then quarterly thereafter with the final payment covering the final two (2) months of Services.
Total Contract Payments	\$1,780,000	

*1 – Service Types defined in Section 6

6. **Contractor Responsibilities.**

A. Contractor will satisfactorily perform the following Services (“Set-Up Services”) within ninety (90) days from the Effective Date. Contractor progress towards the completion of each of these Services, including but not limited to task timing and expected completion dates, will be reported to Agency via a weekly status meeting including mutually agreed upon meeting minutes. Information pertaining to, but not limited to the following task areas will be discussed in the weekly meetings, and documented via the meeting minutes.

i. Environment(s) Creation

- (1) Create and test Contractor Application Environment(s) within Contractor's facilities, including necessary equipment procurement to build and deploy the Software and Platinum Covered Modifications components, including all infrastructure modifications, software installation, configuration, and Set-up Services, including but not limited to those required to perform Upgrade Services (as set out in Section 6.C) such as the Minor Release Code Merge.
- (2) Configure Agency-provided test environment as necessary to support the Services.
- (3) Create, and then maintain and administer, userid and password security for Platinum environment(s) for Services under this Contract, supplying userid and passwords to Services support personnel based upon need and as per Contractor security rules and procedures.
- (4) Maintain and monitor secure access to Agency's data at all times. Contractor will notify Agency of any unauthorized access and actions taken by Contractor.

ii. Platinum Covered Modification Inventory and Inheritance

- (1) Upon Agency authorization, obtain copy of Agency's production Software and Platinum Covered Modifications.
- (2) For each Platinum Covered Modification, appropriately catalog the customized source into the Contractor version control system.
- (3) Maintain through a written procedure, the Platinum Covered Modifications list with any additional details or updates as necessary.

- iii. Platinum Covered Modification Familiarization and Documentation Inventory
 - (1) Review functional and technical designs for purposes of Contractor inheritance of existing Platinum Covered Modifications.
 - (2) Review any available test scripts and results for purposes of effective Contractor testing of Issues and Code Merges pertaining to Platinum Covered Modifications.
 - (3) Create the Services information repository with available artifacts for future reference, including the provided designs, test scripts and results.
 - (4) Familiarize Contractor personnel with the Platinum Covered Modifications for purposes of providing Upgrade Services and Issue Resolution Services (as defined in Section 6.C).
- iv. Workflow Setup
 - (1) Furnish a toll-free phone line to Agency to reach Contractor during Support Hours for Services under this Contract.
 - (2) Revise Contractor's Issue tracking system so that Agency is tracked and prioritized as a party receiving Services with priority routing consistent with other entities receiving similar Services. Revise Contractor Help Desk and phone procedures to ensure Agency is a party receiving Services with priority routing consistent with other entities receiving similar Services.
 - (3) Create and document standing meeting times and other relevant procedures with Agency for Services.
- v. Points of Contact
 - (1) Provide Agency an organizational single point of Contractor contact who will be the responsible party to contact and work with third party service providers

and other suppliers associated with the Software, regardless of whether Issue was caused by Contractor, third party service providers or any other suppliers.

- (2) Create, and then maintain, Contractor routine points of contact and escalation points of contact. Provide at least three (3) days advance notice in writing to Agency of changes in Contractor identified points of contact.

vi. Contractor will also inform Agency when:

- (1) Contractor has built the environments for Services under this Contract and those environments are available for Contractor use.
- (2) Platinum Covered Modification code and artifacts are cataloged by Contractor.
- (3) Platinum workflow and issue resolution processes have been established in Contractor's tracking system.

vii. Contractor will also provide to Agency:

- (1) Updated Exhibit B for any additional findings during Set-Up Services.
- (2) Dedicated toll free number and associated call procedures for Platinum workflow for Services under this Contract.
- (3) Status meeting agenda template and proposed meeting schedule.
- (4) Contractor primary team roster, including the designated management representative.

B. Contractor will institute, following ninety (90) days from the Effective Date, and continue to perform during the term of this Contract, the following Services ("Issue Resolution Services").

- i. Prioritize, qualify, recreate, and resolve reported Issues within timeframes as delineated in this Contract covering Software and Platinum Covered Modifications

- (1) After Agency generates issue ticket or requests issue ticket be generated, Contractor will work with Agency to prioritize, qualify and fully understand each reported Issue.
 - (2) Recreate each Issue in a test environment, applicable under this Contract, where relevant. If Contractor cannot recreate the issue Contractor will attempt to identify what is causing the Issue in Agency's reported environment.
 - (3) Attempt to determine the cause of the issue, including but not limited to, bad data (i.e., corrupted, inappropriate, or missing data) configuration, a misunderstanding of the functionality or a Defect.
 - (4) If the issue arises from bad data, work with Agency to resolve the issue through on-line data changes, database query and update language ("SQL"), or identification of the source of the data.
 - (5) If the Issue is a result of a configuration or misunderstanding of the functionality, provide consulting services to clarify Software functionality and application setup or configuration; however training services are outside the scope of this Contract.
 - (6) Generate and track Defect requests as necessary.
 - (7) Track each Issue detail, Contractor actions taken, and the resolution, on each Issue ticket and provide to Agency via the monthly Service Level Score Card.
 - (8) Provide to Agency at least monthly, a Service Level Score Card including, at a minimum, a summary of Issue counts by application, severity, and status, as well as a list of all currently open Issues.
- ii. Resolve Defects, including Code Merge as necessary for Software and Platinum

Covered Modifications

- (1) Develop and test Software or other configuration changes to resolve the identified Defect within baseline Software or Platinum Covered Modifications
- (2) If resolution requires a code change, perform HotFix creation or application, including Code Merge of Software and Platinum Covered Modifications as necessary to resolve Defect.
- (3) Execute testing to verify that the changes to the Software and Platinum Covered Modifications work properly and that the changed Software and Platinum Covered Modifications are properly integrated.
- (4) Package and deliver resolution software to the Agency for implementation.

C. Contractor will perform the following Services (“Upgrade Services”) for Minor Release version 3.7.0.2 in the timeframe as mutually agreed by the Parties. Progress towards the completion of each of these Services, including but not limited to task timing and expected completion dates, will be reported to Agency via a weekly status meeting including mutually agreed upon meeting minutes. Information pertaining to, but not limited to the following task areas will be discussed in the weekly meetings, and documented via the meeting minutes.

i. Patch Set Code Merge

- (1) After implementation of the Minor Release, Contractor will provide either two (2) FixPacks or four (4) Patch Sets or a combination thereof as requested by Agency. Contractor will allow Agency to determine the Patch Set or FixPack versions, as long as the FixPack version(s) is in the same Minor Release then in Agency production. Contractor and Agency will agree on an

implementation schedule for FixPacks or Patch Sets. This schedule will be agreed upon no later than May 1, 2009 for the period through September 30, 2010; and no later than May 1, 2010 for the period October 1, 2010 through September 30, 2011. Patch Sets will include up to fifteen (15) Moderate or Minor Issues for each of Advantage FM and Advantage HR; for a total of up to thirty (30) per Patch Set.

- (2) Perform Code Merge into Software and the Platinum Covered Modifications for each new Patch Set as necessary.
- (3) Execute testing to verify that the merged Patch Set properly integrates with the Software and Platinum Covered Modifications.
- (4) Package and deliver Software and Platinum Covered Modifications for the merged Patch Set to Agency.

ii. FixPack Code Merge

- (1) When a FixPack will be implemented by Agency, merge the Platinum Covered Modifications with the new FixPack release.
- (2) Execute testing to verify that the merged FixPack properly integrates with the other Software and Platinum Covered Modifications.
- (3) Package Software and Platinum Covered Modifications for installation in Agency environment.

iii. Minor Release Project Coordination and Oversight

- (1) Provide coordination and Contractor project oversight for the implementation of a Minor Release. The project plan is expected to be mutually defined as part of the implementation project hours and therefore outside the scope of this task.

- (2) Create and maintain the portion of the project plan covering Contractor Services under this Contract.

iv. Minor Release Code Merge

- (1) Consult with Agency to determine which Platinum Covered Modifications, if any, can be removed or diminished through the use of functionality in the Minor Release.
- (2) Consult with Agency and determine the continued effectiveness of Platinum Covered Modifications in conjunction with the functionality in the Minor Release, adjusting each Platinum Covered Modification where necessary for continued required Agency functionality.
- (3) Merge the Platinum Covered Modifications with the Minor Release and the Software. If existing modifications require retrofit to continue to meet the documented Agency business needs, CGI will work with Agency to identify and then retrofit the Platinum Covered Modifications accordingly.
- (4) Review, and update as necessary, test scripts and test data for Platinum Covered Modifications.
- (5) Execute testing to verify that the merged Software and Platinum Covered Modifications work properly.
- (6) Test merged Minor Release code accuracy of the Software and Platinum Covered Modifications and the Code Merge only. Full integration testing, including new functionality testing by Agency, as well as acceptance testing of merged Minor Release code, is expected to be completed as part of a separate project.
- (7) Package and deliver Software and Platinum Covered Modifications for the

merged Minor Release to Agency.

- v. Update the database(s) in the Agency upgrade environment for Software and Platinum Covered Modifications for the implementation of Minor Release. The timing and frequency of database upgrades will be at the mutual agreement of the parties as defined in the Minor Release project plan.
- vi. Perform Software and Platinum Covered Modification migrations for the implementation of Minor Release. Migrations will be combined and scheduled at the mutual agreement of the Parties.
- vii. Update existing scheduling scripts necessary to execute current Agency operations of existing production functionality for the Minor Release implementation.
- viii. Inform Agency when the following tasks are complete:
 - (1) Project plan with detailed tasks and dates for the Services to be provided under this Contract.
 - (2) Upgrade to environment(s) applicable to Services under this Contract for Software.
 - (3) Minor Release Code Merge as set out in this Contract.
 - (4) Execution of Contractor testing.
 - (5) Database updates during Minor Release implementation.
 - (6) Any recommendations from CGI or outside sources related to any of the above items found during Minor Release implementation.

7. Additional Responsibilities of Contractor.

- A. Promptly following the Effective Date of this Contract and during this Contract, Contractor will provide a team dedicated to providing support to Agency and other entities which receive services similar to the Services provided hereunder. The team will have, or

develop, the expertise, skills and experience necessary to provide the required Services in the required times. The team shall include a Contractor management level representative responsible for the delivery of Services under this Contract. Contractor will use subject matter experts from Contractor and other sources as necessary to provide the Services under this Contract. This may include, but may not be limited to:

- i. Functional and technical subject matter experts with expertise in the Software applications and Platinum Covered Modifications and engineering thereof.
 - ii. Manager(s) with expertise in the Software applications and Platinum Covered Modifications.
 - iii. Accountants with expertise in governmental accounting and expertise in Software applications and Platinum Covered Modifications.
- B. Contractor Issue resolution response time to Agency will vary based on degree of Issue Severity.
- C. Assignment of priority of Issues within each classification is at Agency's discretion. Priority indicates, within a Severity, the relative order in which Issues will be handled by CGI. Priority may be defined as "Urgent", "High", "Normal", and "Low".
- D. Each Contractor response time begins at the time Agency notifies Contractor via the toll free phone number or the Contractor Issue tracking system and ends at the time Contractor contacts Agency. Any notification by Agency to Contractor other than via the toll free phone number or the Contractor Issue tracking system shall not be subject to any Service Levels unless both the toll free phone number and the Contractor secure website are not made available to Agency and Agency contacts the Contractor management representative, or designee.

- E. Contractor will calculate the Targeted Resolution Time for Issue resolution beginning when Agency has provided its information needed by Contractor to begin research on the issue. Agency only needs to provide information which Contractor cannot reasonably obtain on its own. Targeted Resolution Time shall end at the time the Issue has been resolved according to CGI's Issue tracking system. Time spent obtaining required information from Agency will be deducted from the Targeted Resolution Time, but will be recorded by Contractor on the Issue ticket. Time spent by Agency to acceptance test and implement Issue resolution will also be deducted from Targeted Resolution Time. A resolution may represent a workaround or otherwise make the disrupted functionality available. If the Agency agrees that an Issue is not one that can reasonably be corrected within the planned time period, Contractor will proceed diligently according to a mutually agreed correction plan until the Issue has been resolved. In the event of a mutually agreed upon correction plan, the Parties agree the Issue will be excluded from Service Level calculations.
- F. An Issue caused by an underlying Bundled Software Product may result in modified or increased resolution times due to coordination with the third-party Bundled Software Product vendor. Contractor will make commercially reasonable efforts to resolve these types of Issues per the Targeted Resolution Times defined in Table 2, provided that in the event such efforts fail to resolve the Issue within the Targeted Resolution Time, Contractor shall not be deemed to have failed to meet any Service Level. However, in this case, Contractor will provide a correction plan and proceed diligently according to that plan until the Issue has been resolved.
- G. The response times, Targeted Resolution Times and Contractor Service Level Credits to Agency at risk for each of the Issue severity levels is set out in Tables 2 and 3 below.
- H. Within ninety (90) days from the Effective Date, Contractor will prepare a Service Level

Score Card template in the format and containing the categories of details to be mutually agreed upon by Contractor and Agency. No later than ten (10) days following the first full month of Issue Resolution Services, Contractor will begin to distribute monthly a current Service Level Score Card for the previous month to Agency. The Service Level Score Card will summarize the status of each Issue, including but not necessarily limited to, whether each Issue resolution is in progress, pending, is a Defect, has had a patch requested, has had a patch delivered, has been resolved or has been closed. The Service Level Score Card shall also include, but is not necessarily limited to: module, severity and priority, response time metric, and Targeted Resolution Time metric, summary response time metric, summary Targeted Resolution Time metric, and indicators against aggregate service levels.

- I. Contractor will issue Agency Service Level credits, if applicable, as a credit of professional service hours, at the hourly rate of one hundred eighty-five dollars (\$185.00) per hour, in the invoice following the measurement period to which the Service Level credit applies. If Agency terminates this Contract prior to the end of a measurement interval, Service Level credit calculations will not apply for that measurement interval since the relevant timeframe will not be available over which to calculate the metrics.
- J. Reasonable efforts to complete a contract with Agency no later than November 25, 2008 for Minor Release services not covered by this Contract.

Table 2: Contractor Service Levels

Severity	Response Time*	Targeted Resolution Time*
Critical Issue	<ul style="list-style-type: none"> • Fifteen (15) minutes or less during Support Hours 	<ul style="list-style-type: none"> • No greater than forty-eight (48) hours, as measured during Support Hours
Serious Issue	<ul style="list-style-type: none"> • Thirty (30) minutes or less during Support Hours 	<ul style="list-style-type: none"> • No greater than seventy-two (72) hours, as measured during Support Hours following resolution of all then outstanding Critical Issues
Moderate Issue	<ul style="list-style-type: none"> • Two (2) hours or less during Business Hours 	<ul style="list-style-type: none"> • Per Patch Set terms
Minor Issue	<ul style="list-style-type: none"> • Two (2) hours or less during Business Hours 	<ul style="list-style-type: none"> • Per Patch Set terms

Table 3: Contractor Service Level Credits to Agency

Measure	Service Level Metrics	Service Level Credits
Critical Issue Resolution Target	<ul style="list-style-type: none"> Ninety-five percent (95%) of all reported issues of this severity resolved within the target resolution time specified for this severity in Table 2. 	<ul style="list-style-type: none"> Fifty percent (50%) of the At Risk Amount
Serious Issue Resolution Target	<ul style="list-style-type: none"> Ninety-five percent (95%) of all reported issues of this severity resolved within the target resolution time specified for this severity in Table 2. 	<ul style="list-style-type: none"> Forty-Five percent (45%) of the At Risk Amount
Critical Issue Responsiveness	<ul style="list-style-type: none"> Ninety-eight percent (98%) of all issue will be within the Response Time specified for this severity in Table 2. 	<ul style="list-style-type: none"> Three percent (3%) of the At Risk Amount
Serious Issue Responsiveness	<ul style="list-style-type: none"> Ninety-eight percent (98%) of all issue will be within the Response Time specified for this severity in Table 2. 	<ul style="list-style-type: none"> Two percent (2%) of the At Risk Amount
<ul style="list-style-type: none"> Contractor will subject a portion of its fees as Service Level credits to Agency in the event Service Level metrics are not met. Such amount ("At Risk Amount") will be fifteen (15%) of the quarterly fees of the Issue Resolution Services as defined in Section 6 based on the period during which the Service Level is not met and included in the following invoice to Agency as a Service Level credit. 		

- 8. Agency Responsibilities.** The Agency shall be responsible to:
- A. Provide timely payment after receipt of Contractor invoices, or to promptly notify Contractor in the event of a question or dispute about the invoice.
 - B. Pay interest on late payments as set out in W.S. 16-6-602.
 - C. Validate the accuracy of Agency's data provided by Agency for the performance of Services under this Contract.
 - D. Arrange for Contractor Platinum Services personnel to have reasonable access to Agency's facilities and systems if necessary for Contractor to perform its responsibilities under this Contract.
 - E. Within three (3) business days of the Effective Date, provide access to dedicated hardware and software sufficient for Contractor to deliver the Services.
 - F. During Set-Up Services, assist with Contractor requested clarifications regarding Platinum Covered Modification identification and intended purpose, and provide functional and technical designs for each customization, including available test scripts and documented results for review.
 - G. During Issue Resolution Services, provide all reasonable available screen shots and

sequence of events descriptions relevant for Contractor recreation of Issue.

- H. Implement the delivered HotFixes and Patch Sets in the CGI recommended manner and sequence, unless mutually agreed otherwise.
- I. Implement either up to two (2) Fix Packs or four (4) Patch Sets during the term of this Contract but after implementation of Minor Release. The Fix Pack and Patch Set versions are to be determined by Agency and must be within the same Minor Release as is then in production. A mutually agreed upon Fix Pack or Patch Set implementation schedule for the period October 1, 2009 through September 30, 2010 will be determined no later than May 1, 2009, and no later than May 1, 2010 for the period October 1, 2010 through September 30, 2011.
- J. Implement the AMS Advantage 3.7.0.2 Minor Release during the term of this Contract with a planned go live date no later than October 2009; if the Minor Release is not implemented by October 31, 2009 the parties will implement the change/amendment process set forth in Section 9.HH.
- K. Reasonable efforts to complete a contract with Contractor no later than November 25, 2008 for the Minor Release Services not covered by this Contract.

9. 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's meeting its responsibilities under this Contract, will be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Services. The parties will mutually agree upon any proposed

changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes will be documented in one or more amendments to the Contract; provided, however, if the change does not result in an adjustment to the Contract price, Contractor and Agency will follow the change process set forth in Section 9.HH.

This Contract is entered into under the assumption that the parties to this Contract also have an existing managed services agreement. Changes to that managed services agreement may require an amendment to this 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 and the Agency 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.** Neither 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 party. The Contractor shall not use this Contract, or any

portion thereof, for collateral for any financial obligation, without the prior written permission of the Agency.

- F. **Audit/Access to Records.** The Agency and any of its 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 Agency, 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's written request. The Contractor shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the State or Agency.
- G. **Availability of Funds.** Each payment obligation of 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 terminated by the Agency at the end of the period for which the funds are available. The Agency shall 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 the Agency in the event this provision is exercised, and the Agency shall not 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 the Agency to terminate this Contract to acquire similar services from another party.

- H. **Award of Related Contracts.** The Agency may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate with other contractors and the 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 9.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, consisting of thirty-seven (37) pages, Exhibit A, consisting of one (1) page and Exhibit B, consisting of six (6) 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 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. Neither 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 either 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 party 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 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.
- iv. If a third party brings an action against Agency 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 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 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 specifications or instructions.

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 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 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.

- v. Contractor's indemnification obligations specified herein are conditioned upon the Agency promptly notifying the Contractor in writing of the proceeding, providing Contractor a copy of all notices received by the Agency 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 will require the prior consent of the Agency. The Agency may observe the proceeding and confer with Contractor at its own expense.
- vi. This 9.N states Contractor's entire obligation to Agency and Agency's sole remedy with respect to any claim of infringement under this Contract.

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 or Agency, or to incur any obligation of any kind on the behalf of the State of Wyoming 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 may, at its discretion, terminate this Contract without liability to 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, e-mail, or delivery in person. Those parties and addresses are:

To Agency:

For legal issues or matters

Vicci M. Colgan
Deputy State Auditor
State Capitol, Room 114
200 West 24th Street
Cheyenne WY 82002
(307) 777-7831

Attorney General
State Capitol, Room 123
200 West 24th Street
Cheyenne WY 82002
(307) 777-7841

For fiscal or other issues:

Carolyn Teter
Chief of Administrative Officer
Suite 114 Capitol Building
Cheyenne, Wyoming 82002
307-777-7831

For functional or technical issues:

Jeanette Beman
Technology Manager
State Capitol, Room 114
200 West 24th Street
Cheyenne WY 82002
(307) 777-7831

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. Patrick Colacicco
Vice President
CGI Technologies and Solutions Inc.
11325 Random Hills Road, Suite 800
Fairfax, VA 22030
(703) 267-8943

- R. Notice and Approval of Proposed Sale or Transfer of the Contractor.** Contractor shall provide 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 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 the Agency may, at 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 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 Agency under this Contract remain at all times the property of Agency, and Agency grants to Contractor a non-exclusive, royalty-free right and license to use such materials for purposes of providing Services to Agency hereunder.

T. Warranties

- i. For Issue resolution, Contractor will perform Issue Resolution Services in a manner that meets or exceeds the applicable Service Levels set forth herein. For any failure of the Services to meet or exceed the applicable Service Levels, Agency's remedies shall either be limited to those specified in Section 7 of this Contract, or Agency may seek all other remedies available to it under this Contract.
- ii. For the Set-Up Services and Upgrade Services, Contractor warrants that it will perform such Services in a good and workmanlike manner, including that the Set-

Up Services will result in a Contractor system that is fit for the purpose of performing the Issue Resolution Services and Upgrade Services set out in this Contract.

iii. 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 either 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 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 written approval from Agency. Notwithstanding the preceding, use of Agency's 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 for Convenience.** This Contract may be terminated by Agency for convenience, in whole or in part, with at least ninety (90) days prior written notice, or such other period as mutually agreed by the parties.
- Z. 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 the non-breaching party may terminate the Contract, in whole or in part, for cause by providing written notice to the breaching party. For purposes of this Section 9.Z, if pursuant to Section 7 Contractor is assessed Service Level Credits for three (3) quarters or more within a calendar year representing ninety-five (95) percent or more of the total At Risk Amount for each quarter, Agency may consider such failure a material breach and may terminate the Contract in accordance with this Section 9.Z. The Parties do not intend to define material breach, and Agency is not limited to termination for material breach to the circumstances set out in the preceding sentence.
- AA. Effect of Termination.** Payment for all Services performed through the effective date of termination will be made as follows:
- i. If Agency terminates for convenience or CGI terminates for cause: If Agency has not paid the Set-Up Services and Upgrade Services fees, or the quarterly fees for Issue Resolution Services through the end of the quarter in which the termination becomes effective, Agency will pay to CGI the remaining balance of such Services fees prior to terminating this Contract. For avoidance of doubt, Contractor will

only be paid for delivered Patch Sets or work in progress related to Patch Sets (on a pro-rata basis) prior to the effective date of termination.

- ii. If Agency terminates for cause: CGI will refund any pre-paid amounts for which Services resulting in the termination were not performed in accordance with the Contract, and CGI will be paid on a pro-rata basis for any milestones met or work in progress performed in accordance with the Contract for which payment was not made in advance.

BB. 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.

CC. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

DD. 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.

EE. Limitation of Liability. If Agency 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 actual direct damages up to the amount that Agency paid Contractor for the items or Services that are the subject of the claim. In no event, however, will Contractor be liable to Agency (in the aggregate for all claims made with respect to the Contract) for more than the amount paid by Agency to Contractor for the particular Services giving rise to the claim; provided however, if such claim is made with respect to

the Issue Resolution Services, such liability shall not exceed payments made to Contractor for the Issue Resolution Services during the six (6) month period just prior to the claim. Under this Contract, Contractor will not be liable for: (i) any damages arising out of or related to the failure of 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 9.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 9.EE shall not apply to Contractor's obligations under Section 9.N.

FF. Informal Dispute Resolution. Without limiting any other remedy available under this Contract, 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. 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.

GG. Waiver of Jury Trial. The parties waive all right to a jury trial with respect to any and all issues in any action or proceeding arising out of or related to this Contract. It is explicitly

agreed, however, that this clause does not apply to third party claims as set out in the Indemnification Section of this Contract.

HH. Changes. Requests for changes in the scope of Services, or related to a change or delay in Agency's meeting its responsibilities under this Contract which do not impact Contract price, will be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Services. The parties will mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes will be documented in one or more change orders and will be signed only by individuals with the statutory authority to sign contracts or corporate authority to sign change orders.

II. 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 Agency as additional insured. Before commencing work, the Contractor shall furnish Agency with Certificates of Insurance showing that the following insurance is in force:
- (1) Worker Compensation, in accordance with State Worker Compensation law.
 - (2) Comprehensive General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.
 - (3) Professional Liability of not less than \$1,000,000.00 per occurrence.
 - (4) 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 \$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.

10. **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

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certify that they have read, understood, and agreed to the terms and conditions of this Contract.

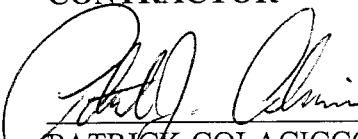
The Effective Date of this Contract is the date of the signature last affixed to this page and in accordance with Section 2.H.

AGENCY


VICCI M. COLGAN, Deputy State Auditor

11.18.08
Date

CONTRACTOR


PATRICK COLACICCO, Vice-President

11/17/08
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

 #26651
DON GERSTEIN, Senior Assistant Attorney General

11/14/08
Date

EXHIBIT A– List of Software

1. AMS Advantage® Financial Management System including the following modules:
 - a. Financial Management Base System
 - b. Asset Management

2. AMS Advantage Procurement System including the following modules:
 - a. Professional
 - b. Vendor

3. AMS Advantage Human Resource Management System including the following modules:
 - a. Human Resources
 - b. Time and Attendance
 - c. Payroll Management
 - d. Payroll Accounting Management
 - e. Position Control
 - f. Employee Self Service

4. AMS infoAdvantage

5. Bundled Software Products
 - a. Adobe Present Central Pro
 - b. Adobe Present Output Designer
 - c. Adobe RoboHelp® Office
 - d. Pervasive® Data Integrator Pro Developer™
 - e. Pervasive Data Integrator Pro Engine™
 - f. 1099 Convey
 - g. Business Objects
 - h. Versata Logic Server
 - i. Versata Designer Studio
 - j. IBM WebSphere
 - k. IRI CoSort
 - l. Micro Focus Server Express (AIX)
 - m. Micro Focus Application Server for Net Express (AIX)
 - n. OctoTools

EXHIBIT B – Agency-Specific Modifications

Table B-1: Wolfs (Advantage Financial Management and Procurement System Related) Modifications

WOLFS MOD ID	Agency Tracking ID	Type of Source Code	Modification Description	Platinum Covered Modification
1	FM-001	Modification	Wyoming Appropriation/Expense Budget Structure #90 (4 levels, query and summary pages)	Yes
2	FM-002	Modification	Wyoming Revenue Budget Structure #91 (1 level, query and summary pages)	Yes
3	FM-003	Modification	Wyoming Project Budget Structure #92 (2 levels, query and summary pages)	Yes
4	FM-012	Modification	Secure the Shell Indicator field on payment documents	Yes
5	FM-014.2	Modification	Accounting Line Description on FA Shell Document	Yes
6	FM-019	Modification	Require Program and/or Function by Unit	Yes
7	FM-021	Modification	Deferred Revenue Inquiry Page	Yes
8	FM-024	Modification	Custom Expense and Revenue Inquiry Pages	Yes
9	FM-028	Modification	Require Tag Number on FA Documents	Yes
10	FM-043	Modification	Function as Parameter on Required Budget	Yes
11	FM-044	Modification	Valid Program Phase Appropriation Table	Yes
12	FM-044.2	Modification	Valid Program Appropriation Phase	Yes
13	FM-054	Modification	Document Department and Unit on FA Shell Documents	Yes
14	FM-055	Modification	Modify VCUST link to 1099I page to updates to 1099I data	Yes
15	FM-058	Modification	WY FIN 3x BO Report Generation Concept	Yes
16	FM-EFTbank	Modification	EFT Payment File (customization for NACHA and WY requirements)	No
17	FM-iCISR1	Modification	WY custom interface processes for each agency interface to verify & prepare files (xml, load, i**)	No
18	FM-iCISR2	Modification	WY custom interface processes for grouping interfaces to load &/or submit (CISR, Trunc, Load)	No
19	FM-INT1	Modification	Clone Vendor/Customer page to secure EFT bank and account number	Yes
20	FM-INT2	Modification	New inquiry screen for encumbrances and contracts/agreements documents	Yes
21	FM-R-001	Report-BO	A613-Summary Trial Balance	Yes
22	FM-R-002	Report-BO	A614-Summary Trial Balance by Fund	Yes
23	FM-R-005	Report-BO	W002-Daily Warrants Paid Report	Yes
24	FM-R-006	Report-BO	W003-Fund Daily Activity Report	Yes
25	FM-R-008	Report-BO	W005-Daily Outstanding Warrants Rpt	Yes
26	FM-R-011	Report-BO	F100-Balance Sheet	Yes
27	FM-R-012	Report-BO	F205-Comparative Balance Sheet by Fund	Yes
28	FM-R-013	Report-BO	GF02-Federal Aid Transactions Detail	Yes
29	FM-R-015	Report-Java	EFWS-Report of EFTs (Java, Email, no BO)	No
30	FM-R-016	Report-Java	CCAT-Report of Warrants Printed by Check Category (Java, Email, no BO)	No
31	FM-R-019	Report-BO	A602C-Daily Transaction Accept Rpt	No
32	FM-R-020	Report-BO	A603C-Daily Accept Rpt by Agcy, Orgn	Yes
33	FM-R-021	Report-BO	A615C-Summary Trial Balance w/ Fund	Yes

WOLFS MOD ID	Agency Tracking ID	Type of Source Code	Modification Description	Platinum Covered Modification
34	FM-R-022	Report-BO	A617C-Summary Trial Balance within Fund	Yes
35	FM-R-023	Report-BO	A642 -Open PO by Fund, Agy, Orgn	Yes
36	FM-R-024	Report-BO	A650P-Payment Voucher Activity-Paid	No
37	FM-R-024B	Report-BO	A650V-Payment Voucher Activity-Vouchers Payable	No
38	FM-R-025	Report-BO	A672 -Open Invoices by Agy, Fund, Orgn, Transaction#	Yes
39	FM-R-026	Report-BO	C205-Balance Sheet by Fund Class	No
40	FM-R-027	Report-BO	C215-Combined Stmt by Fund Class	No
41	FM-R-028	Report-BO	F215 -Combined Stmt by Fund	Yes
42	FM-R-029	Report-BO	GFFXC-Project Charges Summary Rpt	Yes
43	FM-R-030	Report-BO	GF01 -FedAid Rpt with Budgets	Yes
44	FM-R-031	Report-BO	GF20C-Federal Aid Report	Yes
45	FM-R-032	Report-BO	P1PXC-Project Charges Summary Rpt	Yes
46	FM-R-033	Report-BO	P100-Project Obligations Summary	Yes
47	FM-R-034	Report-BO	A601-Transaction Listing (Java plus BO)	Yes
48	FM-R-035	Report-BO	A680-Cash Disbursement Register	Yes
49	FM-R-036	Report-BO	B102 -Budget Expense Detail	Yes
50	FM-R-037	Report-BO	A657-Voucher Payment Ck Reg	Yes
51	FM-R-038	Report-BO	A690-Cash Receipt Register	Yes
52	FM-R-039	Report-BO	F140-Statement of Revenue & Expense by Fund	Yes
53	FM-R-040	Report-BO	W001-Outstanding Warrant Report	No
54	FM-R-041	Report-BO	G615-Summary Trial Balance w/ Fund	Yes
55	FM-R-042	Report-BO	W055-Daily Outstanding Warrants Rpt	No
56	FM-R-043	Report-BO	A649C-Open PO by Fund Class, Agy, BFY, Orgn	No
57	FM-R-044	Report-BO	A679C-Outstanding Inv. by Fund-13th	No
58	FM-R-045	Report-BO	B100 -Budget Revenue Reconcile Report (Due to/Due from)	Yes
59	FM-R-046	Report-BO	A652 -Open Payment Vouchers by Fund, Agency, Orgn	No
60	FM-R-050	Report-BO	ACPTC-Nightly Accepted Documents	No
61	FM-R-051	Report-BO	B101C-Appr Expense Budget Rpt	No
62	FM-R-052	Report-BO	B105C-Budget, Expend, Encumb Rpt	Yes
63	FM-R-053	Report-BO	DOCCNT-Document Count by Type, Agy	No
64	FM-R-055	Report-BO	P110 -Project Transaction Detail Rpt	No
65	FM-R-056	Report-BO	RJCTC-Nightly Rejected Documents	No
66	FM-R-057	Report-BO	R203C-Revenues vs Budget Summary	No
67	FM-R-058	Report-BO	R204C-Revenue Activity Summary	No
68	FM-R-059	Report-BO	R230C-Deferred Revenue Report	No
69	FM-R-060	Report-BO	WGF1-GF/Revenue by Agency	No
70	FM-R-061	Report-BO	WGF2-GF/Revenue YTD by Agency	No
71	FM-R-062	Report-BO	WGF3-GF/Revenue Collections	No

WOLFS MOD ID	Agency Tracking ID	Type of Source Code	Modification Description	Platinum Covered Modification
72	FM-R-063	Report-BO	WGF4-GF/Revenue YTD-All Agencies	No
73	FM-R-064	Report-BO	W006P (PY)-Daily Warrants Cancelled Rpt - PY	No
74	FM-R-064	Report-BO	W006R (Reg)-Daily Warrants Cancelled Rpt - REG	No
75	FM-R-065	Report-Java	W101-State Dated Warrant Rpt (Java, Email, no BO)	No
76	FM-R-068	Report-BO	NY1099V-Vendor Payment Detail Rpt	No
77	FM-R-069	Report-Java	SAOCISR-interface Reformat & Report (Java, Email, no BO)	No
78	FM-R-070	Report-Java	SAORADD-LDAT & ADIS Report (Java, Email, no BO)	No
79	FM-R-073	Report-Java	SAOI04A & E-Redeemed Warrant Report (Java, Email, no BO)	No
80	FM-R-073	Report-Java	SAOI22-Group Insurance Flex Report (Java, Email, no BO)	No
81	FM-R-073	Report-Java	SAOI48-Procurement Card Report (Java, Email, no BO)	No
82	FM-SA Reports	Report-Baseline	System Assurance Reports (SA1, SA2, SA3, SA4, SA5, SA6, SA7, SA11, SA12)	Yes
83	FM-Warrant1	Modification	Warrant generation (WY sort order, additional data fields, MICR printing)	Yes
84	FM-Warrant2	Modification	Warrant form (WY custom version of form: DISB_PRN_FORM - format, MICR printing)	Yes
85	FM-WebPay	Custom Extract	SAO Web Payments File (payments, vendor, description, amount for web site viewing)	No
86	infoAdvantage	Universe	WY custom universes for reports & extracts	No
87	WY-Extracts	Custom Extract	Agency extracts: Vendors, Disbursements, Revenue, Budgets, Warrants	No
88	WY-Extracts	Custom Extract	State-wide extracts: State dates, Positive Pay bank file, Check Recon, Payroll	No
89	WY-Forms	Forms	Purchase order form (2 sided form)	No
90	WY-Forms	Forms	WOLFS warrant form (disbursement run & manual warrants)	No
91	WY-Interfaces	Interfaces	Payroll PYRL interface for pay & deductions (JVA, IET, GAX)	No
92	WY-Interfaces	Interface	Incoming interface processes: Vendors, Redeemed warrants	No
93	WY-Interfaces	Interfaces	Incoming interfaces for payment & budget documents (GAX, GEM, PRC, IET, JVA, BQ*)	No
94	WY-Interfaces	Interfaces	Incoming interfaces for vendors (DOT, Retirement) & bank redeemed warrants (STO)	No
95	WY-Scripts	Scripts	Scripts - Jobs, Procedures, Parameters, Java, runSQL, csh	No

Table B-2: HRM (Advantage Human Resource Management System) Modifications

HRM MOD ID	Agency Tracking ID	Type of Source Code	Modification Description	Platinum Covered Modification
1	infoAdvantage	Universe	WY custom universes for reports & extracts	No
2	MOD-01	Mod-Cobol	W2 Interface and forms generation for WY customized printing & usage.	No
3	MOD-02	Mod-Java	Warrant and advice format (changes to form, warrant layout, add YTD pay categories)	Yes
4	MOD-03	Mod-Java	Periodic leave balance condition checking	Yes
5	MOD-05	Mod-Cobol	Insurance match calculation	Yes
6	MOD-05a	Mod-Java	User fields on event (EVNT) table in database but not on screen (originally part of MOD-05)	Yes
7	MOD-06	Mod-Java	Additional MISC and INSR pages for deduction security requirements at WY	Yes
8	MOD-07	Mod-Java	User defined pages, tables (for deduction security splits) - USR1, USR3, TBL2, WYDOTC	Yes
9	MOD-09, 09a	Modification	HRM to FIN using 3x PAM interface generation for JVA, IET, GAX (i05 interfaces)	Yes
10	MOD-10	Mod-Java	Obj/Sub-obj posting rules (OSPR) map event/temps to Obj/Sub-Obj; Modify acctg gen. jobs for OSPR	Yes
11	MOD-11	Mod-Java	Setup user defined screens required due to security by deductions - MISA, MISR	Yes
12	MOD-12	Modification	Create online timesheets	No
13	MOD-13	Mod-Java	Check message change payroll number to agency	Yes
14	MOD-14/15	Mod-Java	Suppression of Longevity, LONGT for break in service employees	Yes
15	MOD-303	Mod-Java	Campus Address Functionality including BLDG, CAMP and CADR pages (2x functionality not in 3x)	Yes
16	MOD-305	Mod-Java	Assign employee id (Unique # table) for new employees; Protect empl. id fields.	Yes
17	MOD-309	Mod-Cobol	EFT file customization for WY	No
18	MOD-310	Mod-Cobol	Split Savings Bonds for DOT vs WY	No
19	Report	Baseline	Gross to Net Error Report (Baseline Report, OctoTools)	Yes
20	Report	Baseline	Advice Preparation Report (Baseline Report, OctoTools)	Yes
21	Report	Baseline	Check Cancellation Register Report (Baseline Report, OctoTools)	Yes
22	Report	Baseline	Check Preparation Report (Baseline Report, OctoTools)	Yes
23	Report	Baseline	Check Register Report (Baseline Report, OctoTools)	Yes
24	Report	Baseline	Direct Deposit Register Report (Baseline Report, OctoTools)	Yes
25	Report	Baseline	Direct Deposit Deduction Register Report (Baseline Report, OctoTools)	Yes
26	Report	Baseline	Pay Check Statistics Report (Baseline Report, OctoTools)	Yes
27	Report	Baseline	Advice File for Bank Notification (Baseline Report, OctoTools)	Yes
28	Report	Baseline	Check File for Bank Notification (Baseline Report, OctoTools)	Yes
29	Report	Baseline	Leave Extract Program (Baseline Report, OctoTools)	Yes
30	Report	Baseline	Deceased Employees Exception Report (Baseline Report, OctoTools)	Yes
31	Report	Baseline	Summary of Magnetic Media (Baseline Report, OctoTools)	Yes
32	Report	Baseline	W-2 Magnetic Media Audit Report (Baseline Report, OctoTools)	Yes
33	Report	Baseline	Federal EE0-4 Report1 (Baseline Report, OctoTools)	Yes
34	Report	Baseline	Federal EE0-4 Report2 (Baseline Report, OctoTools)	Yes

HRM MOD ID	Agency Tracking ID	Type of Source Code	Modification Description	Platinum Covered Modification
35	Report	BO	Gross To Net Control Report (Business Objects)	Yes
36	Report	BO	Hours to Gross Report (Business Objects)	Yes
37	Report	BO	Savings Bond - Purchase Report (Business Objects)	Yes
38	Report	BO	Hours to Gross Report (Business Objects)	Yes
39	Report	BO	Leave Balance Report (Business Objects)	Yes
40	Report	BO	Payroll Register Report (Business Objects)	Yes
41	Report	BO	Savings Bond Control Report - SAO (Business Objects)	Yes
42	Report	BO	Savings Bond Detail Control Report - SAO (Business Objects)	Yes
43	Report	BO	Savings Bond Purchase Register - SAO (Business Objects)	Yes
44	Report	BO	Savings Bond Control Report - DOT (Business Objects)	Yes
45	Report	BO	Savings Bond Detail Control Report - DOT (Business Objects)	Yes
46	Report	BO	Savings Bond Purchase Register - DOT (Business Objects)	Yes
47	Report	BO	ERA Deposits Report (Business Objects)	Yes
48	Report	BO	Deduction Processing Exceptions Report (Business Objects)	Yes
49	Report	BO	Deduction Register Report (Business Objects)	Yes
50	Report	BO	External Adjustments Register Report (Business Objects)	Yes
51	Report	BO	Family Court Deductions Report (Business Objects)	Yes
52	Report	BO	Garnishment Deductions Report (Business Objects)	Yes
53	Report	BO	General Ledger Details Expenses Report (Business Objects)	Yes
54	Report	BO	General Ledger Details Liabilities Report (Business Objects)	Yes
55	Report	BO	Payroll Deduction Liabilities (Business Objects)	Yes
56	Report	BO	Pending Online GTN Activity (Business Objects)	Yes
57	Report	BO	Run Control Deductions - Regular (Business Objects)	Yes
58	Report	BO	Run Control Deductions - Online (Business Objects)	Yes
59	Report	BO	Run Control Fringe Pay - Regular (Business Objects)	Yes
60	Report	BO	Run Control Fringe Pay - Online (Business Objects)	Yes
61	Report	BO	Run Control Pay - Regular (Business Objects)	Yes
62	Report	BO	Run Control Pay - Online (Business Objects)	Yes
63	Report	Cobol	PCAR - Payroll Cost Analysis (Cobol, OctoTools)	No
64	Report	Cobol	Workers Compensation Report (Cobol, OctoTools)	No
65	Report	Cobol	Insurance Deductions Final Update Report (Cobol, OctoTools)	No
66	Report	Cobol	Longevity Service Award Report (Cobol, OctoTools)	No
67	Report	Cobol	New Hire, Terminations, Transfers & Name Changes Report (Cobol, OctoTools)	No
68	Report	Cobol	Overtime, Holiday and Shift Pay Report (Cobol, OctoTools)	No
69	Report	Cobol	Payroll Cost Analysis Report (Cobol, OctoTools)	No
70	Report	Cobol	Payroll Cost Analysis Report - Summary by Agency (Cobol, OctoTools)	No

HRM MOD ID	Agency Tracking ID	Type of Source Code	Modification Description	Platinum Covered Modification
71	Report	Cobol	Payroll Hours and Pay Report (Cobol, OctoTools)	No
72	Report	Cobol	Position Allocation & Incumbent Listing Report (Cobol, OctoTools)	No
73	Report	Cobol	Two Year Bridge Report (Cobol, OctoTools)	No
74	Report	Cobol	Work Force Salary Report (Cobol, OctoTools)	No
75	Report	Cobol	ERA Deposits Report (Cobol, OctoTools)	No
76	Report	Cobol	Insurance Operating Fund Report (Cobol, OctoTools)	No
77	Report	Cobol	Alpha List Report (Cobol, OctoTools)	No
78	Report	Cobol	Prudential Deduction Type Report (Cobol, OctoTools)	No
79	Report	Cobol	Retirement Deductions Report (Cobol, OctoTools)	No
80	Report	Cobol	Retired Judges Federal Withholding Tax Report (Cobol, OctoTools)	No
81	Report	Cobol	ESC Payroll Counts Report (Cobol, OctoTools)	No
82	Report	Cobol	Quarterly Wages Report (Cobol, OctoTools)	No
83	WY-Extract	Custom Extract	State-wide employer extracts: New hire reporting, Quarterly wages	No
84	WY-Extract	Custom Extract	Agency extracts: DOT, Game&Fish, DFS, A&I/HRD, A&I/GrpIns, Retirement	No
85	WY-Form	Form	Payroll warrant form (monthly warrants & daily hand warrants)	No
86	WY-Form	Form	Payroll advice form	No
87	WY-Form	Form	Group Insurance forms (annual)	No
88	WY-Interface	Interface	Time cards TADJ & LEAV: Game&Fish, DOT, DEQ, Corrections, Employment	No
89	WY-Script	Script	Scripts - Jobs, Procedures, Parameters, Java, Cobol, runSQL, csh	No