

File No. 091139

Committee Item No. 3

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee BUDGET AND FINANCE

Date 10/14/09

Board of Supervisors Meeting

Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
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| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
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| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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OTHER

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Completed by: Gail Johnson

Date 10/9/09

Completed by: _____

Date _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Department of Human Resources for Amendment to CIBER, Inc. contract.]

2
3 **Resolution approving an Amendment to the CIBER, Inc. contract to reduce the contract**
4 **amount to \$4,995,120.**

5
6 WHEREAS, In April 2008, the City and County of San Francisco, Department of
7 Human Resources (DHR) awarded CIBER, Inc. (CIBER) a \$13,563,250.30 - 29-month
8 contract for implementation services to integrate the City's human resources and payroll
9 functions; and,

10 WHEREAS, To remain within the project's budget DHR has decided to complete the
11 project with in-house resources; and,

12 WHEREAS, In order to complete the project in a timely manner, DHR is submitting a
13 companion resolution to increase the project's FTE count by ten City resources; and will
14 continue to use selected subcontractors for project implementation; and,

15 WHEREAS, Pending Board of Supervisors approval of the Amendment, the City's
16 Project Manager used her authority under the contract to suspend CIBER's work on the
17 project effective September 3, 2009; and,

18 WHEREAS, DHR has negotiated an agreement with CIBER to reduce the contract
19 from \$13,563,250.30 to \$4,995,120; and,

20 WHEREAS, The Statement of Work has correspondingly been reduced to include
21 acceptance of accomplished deliverables and the continued service of CIBER subcontractors
22 through September 15, 2009; and,

23 WHEREAS, The Amendment includes a mutual release of all remaining obligations
24 and claims under the existing contract and statements of work; therefore, be it

1 RESOLVED, That the Board of Supervisors hereby approves a contract Amendment
2 with CIBER, Inc. reducing the contract amount to \$4,995,120 based on the terms and
3 conditions of the Amendment on file with the Clerk of the Board of Supervisors in File No. 1.
4 091139

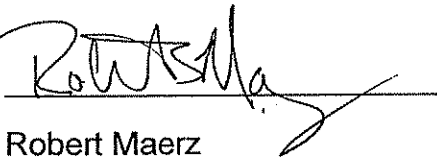
5 RECOMMENDED:

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9 Micki Callahan
10 Human Resources Director

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9 Benjamin Rosenfield
10 Controller

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12 
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14 Robert Maerz
15 Deputy City Attorney

CITY AND COUNTY



OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET ANALYST

1390 Market Street, Suite 1025, San Francisco, CA 94102 (415) 554-7642
FAX (415) 252-0461

October 8, 2009

TO: Budget and Finance Committee

FROM: Budget Analyst

SUBJECT: October 14, 2009 Budget and Finance Committee Meeting

Items 3 and 4 - Files 09-1139 and 09-1138

Departments: Department of Human Resources (DHR)
Controller

Items: File 09-1139 - Resolution approving the third amendment to the agreement, between the City and County of San Francisco on behalf of the Department of Human Resources and CIBER, Inc. to (a) reduce the amount of the agreement to \$4,995,120, and (b) terminate the agreement effective September 30, 2009.

File 09-1138 - Ordinance amending the FY 2009-2010 Annual Salary Ordinance (Ordinance No. 183-09) to reflect the addition of (a) four (2.68 FTE) new Class 1064 IS Programmer Analyst-Principal positions, (b) four (2.68 FTE) new Class 1054 IS Business Analyst - Principal positions, and (c) two (1.34 FTE) new Class 1043 IS Engineer-Senior positions in the Department of Human Resources.

Amount of CIBER

Agreement:	Existing Agreement	\$12,150,377
	Proposed Agreement	<u>4,995,120</u>
	Savings	\$7,155,257

Memo to Budget and Finance Committee
October 14, 2009 Budget and Finance Committee Meeting

Term of CIBER

Agreement: Existing Agreement - April 14, 2008 through September 14, 2010 (29 months);
Proposed Agreement - April 14, 2008 through September 30, 2009 (17.5 months).

Background: In April of 2008, the Board of Supervisors approved a resolution to award a 29-month agreement not-to-exceed \$13,563,250¹ to CIBER, Inc. to assist DHR in implementing the City's integrated human resources and payroll functions, through Project eMerge² (File 08-0371). CIBER, Inc. was selected based on a two phase Request for Qualifications (RFQ) and subsequent Request for Proposal (RFP) process conducted by DHR in 2007 and 2008. General Fund and Workorder Recoveries from Enterprise Departments over four fiscal years, as appropriated by the Board of Supervisors in the City's departmental annual budgets, were anticipated to pay for the CIBER, Inc. agreement, as shown by fiscal year below:

<u>Fiscal Year</u>	<u>Amount</u>
FY 2007-2008	\$797,590
FY 2008-2009	5,295,832
FY 2009-2010	6,742,528
FY 2010-2011	<u>727,300</u>
Total	\$13,563,250

On February 1, 2009, approximately 9.5 months after the agreement was initiated, DHR and CIBER, Inc. approved a first amendment to the agreement, to transfer various Change Management³ responsibilities from CIBER, Inc. to existing in-house City staff, and thereby reduce the original \$13,563,250 CIBER, Inc.

¹ The contract amount of \$13,563,250 was a not-to-exceed maximum cost, including all contractor fees, expenses (including travel expenses) and any other costs incurred in performing the approved statements of work and work described in the contract documents.

² Project eMerge is intended to update the City's human resource management systems, specifically recruitment, performance, training, workforce management, tracking of disaster service workers, employee benefits, payroll, timesheets and attendance.

³ Change Management is a structured approach for identifying and managing behavioral changes, to engage each department impacted by the implementation of Project eMerge, in order to ensure greater adoption of the new system in a shorter period of time.

Memo to Budget and Finance Committee
 October 14, 2009 Budget and Finance Committee Meeting

agreement by \$1,412,873⁴ to \$12,150,377. On June 15, 2009, DHR and CIBER, Inc. approved a second amendment to the agreement to refine the scope of work and the schedule for completion of specific deliverables, with no financial impact to the project. Neither of these previous two amendments was subject to approval by the Board of Supervisors.

On July 9, 2009, approximately three weeks after DHR and CIBER, Inc. had approved the second amendment to the agreement, to better define the scope of work and schedule for completion of specific deliverables, CIBER, Inc. advised the Project eMerge Executive Steering Committee⁵ that (a) Project eMerge was seriously behind schedule, (b) CIBER, Inc. could not meet the scheduled February 2010 implementation date, and (c) CIBER, Inc. would need to extend Project eMerge's implementation into 2011, at an additional cost of \$5.8 million to \$6.2 million. Alternatively, CIBER, Inc. offered to amend the agreement with DHR, based on agreed upon specific deliverables for specified costs to be completed by September 11, 2009.

Subsequent to this notification from CIBER, Inc., the City's Project eMerge management staff negotiated with CIBER, Inc. management to reach a mutually acceptable amended agreement. The resulting agreement, which is the subject of the proposed resolution (File 09-1139), provides that (a) CIBER, Inc. would submit deliverable work products, currently in progress, through September 3, 2009, and (b) release CIBER, Inc's subcontractors' from contractual obligations to CIBER, Inc. in order to allow the

⁴ Of the \$1,412,873 reduction in the CIBER, Inc. agreement, \$600,000 was returned to the General Fund in the FY 2009-2010 budget, \$400,000 will be returned to City Enterprise departments and \$412,873 was retained within the Project eMerge budget to cover the cost of the Change Management work brought in-house.

⁵ The Project eMerge Executive Steering Committee, composed of 11 members, includes the Director of Human Resources, Deputy Controller, Deputy Director of Airport, Executive Director of Retirement Services, Department of Technology Director, Chief Financial Officer of Public Works, Deputy Director of Public Utilities Commission, Human Resources Director of MTA, Mayor's Budget Office Analyst, Deputy Administrator of GSA, and Executive Director of Health Services System, has responsibility to guide and direct the project, assist with key strategic decisions, and actively promote the project by helping their departments, and the City in general, prepare for the transition to the project solution.

Memo to Budget and Finance Committee
 October 14, 2009 Budget and Finance Committee Meeting

subcontractors to continue performing work for the City.

Description:

The proposed resolution (File 09-1139) would approve the third amendment to the agreement between DHR and CIBER, Inc. to (a) reduce the \$12,150,377 agreement by \$7,155,257 to \$4,995,120, and (b) terminate the agreement effective September 30, 2009, an 11.5 month reduction of the previous 29-month term of the agreement because Project eMerge management staff and the Executive Steering Committee determined that the most effective and efficient decision is to complete Project eMerge with City in-house project staff, supplemented with functional and technical subcontractors, which have been working under the agreement with CIBER, Inc. In order to implement Project eMerge in 2010⁶ and within the previously approved budget, DHR is requesting additional in-house staff resources.

The proposed ordinance (File 09-1138) would amend the FY 2009-2010 Annual Salary Ordinance (Ordinance No. 183-09) to add ten new positions (6.7 FTEs in FY 2009-2010) for DHR, including (a) four (2.68 FTE) new Class 1064 IS Programmer Analyst - Principal positions, (b) four (2.68 FTE) new Class 1054 IS Business Analyst - Principal positions, and (c) two (1.34 FTE) new Class 1043 IS Engineer - Senior positions.

**Existing And
 Proposed New
 City Staff
 Positions:**

There are currently 29 permanent, exempt⁷ City project staff working on Project eMerge. The proposed ordinance (File 09-1138), which would amend the FY 2009-2010 Annual Salary Ordinance, would add an additional ten (6.7 FTEs in FY 2009-2010) new permanent, exempt positions, for a total of 39 City staff, as detailed in Attachment 1, provided by Ms.

⁶ Although Project eMerge was originally scheduled to be implemented in February of 2010, the implementation date has now been postponed until November of 2010, a delay of nine months.

⁷ Permanent, exempt is an appointment that City departments can use to immediately fill a permanent position, without requiring a Civil Service exam.

Rachel Cukierman, Senior Administrative Analyst at DHR. The proposed amendment to the Annual Salary Ordinance anticipates the hiring of the ten new positions by November 1, 2009. Table 1 below identifies each of the requested new staff positions, by classification, title, full-time equivalent position in FY 2009-2010 and projected salary costs for each position at the top step.

Table 1
Ten Requested New Staff Positions

Classification Number	Title	FTE Positions in FY 2009-2010	Total Number of Positions	Maximum Annual Salary per Position	Total Salary Cost in FY 2009-2010	Total Future Annual Salary Cost
1064	IS Programmer Analyst - Principal	2.68	4.00	\$108,810	\$291,611	\$435,240
1054	IS Business Analyst - Principal	2.68	4.00	119,392	319,971	477,568
1043	IS Engineer - Senior	<u>1.34</u>	<u>2.00</u>	<u>122,356</u>	<u>163,957</u>	<u>244,712</u>
	Total	6.70	10.00	\$350,558	\$775,539	\$1,157,520

With an additional approximately 30 percent of costs required for mandatory fringe benefits, in FY 2009-2010, these ten new positions would cost a total of approximately \$1,008,201, and future annual personnel costs including fringe benefits, would total approximately \$1,504,776. Ms. Cukierman advises that these ten positions are being requested at this time to provide specific technical expertise, which was previously provided by CIBER, Inc. employees, under the previous agreement which expired on September 30, 2009.

Proposed Consultants:

As noted above, CIBER, Inc. released CIBER, Inc's subcontractors' from contractual obligations to CIBER, Inc. pertaining to Project eMerge in order to allow these same subcontractors, who had the experience and expertise with design and implementation of Project eMerge, to continue performing such work for the City. Therefore, beginning in early September of 2009, DHR issued a separate Request for Quotations (RFQ) through the City's Technology Store, for six consultants, all of whom had been working for subcontractors to CIBER, Inc., with specific PeopleSoft expertise to work on Project eMerge for a 9 to 24 month period. This RFQ resulted in the selection of

XTech, as the approved City vendor, with the following specific consultants:

**Table 2
 Selected Consultants**

Specialized Services	Consultant	Hourly Rates	Number of Hours	Total Cost
Benefits	Melanie Green	\$210	1,560	\$327,600
Absence Mangement	Colin Faith	200	1,560	312,000
Time & Labor	Ashok Mehta	170	1,560	265,200
Human Resources	Krishna Prem	177	1,560	276,120
Payroll	Ravi Ramanujalu	181	1,560	282,360
Technical Developer	Cesar Ayon	169	<u>1,560</u>	<u>263,640</u>
Total			9,360	\$1,726,920*

* Revised as shown on page 2 of Attachment II to \$1,824,336.

Fiscal Analysis:

According to Ms. Cukierman, as of September 30, 2009, the City paid CIBER, Inc. a total of \$4,995,120 for completed deliverables, the amount of the proposed amended agreement that is stipulated in the proposed resolution. Ms. Shelley Thompson, eMerge Project Manager advises that, DHR will not pay CIBER, Inc. any additional funds, and all services provided by CIBER, Inc. are now completed (see Comments No. 1 and 2).

As shown on the first page of Attachment 2, provided by Ms. Cukierman, including the original \$13,563,250 CIBER, Inc. agreement, Project eMerge was estimated to cost a total of \$37,257,444. Approximately 63 percent of such costs, or \$23,551,307 were to be paid with City General Fund revenues and the remaining approximately 37 percent of the total, or \$13,706,137, were to be paid with Enterprise Department (i.e., Airport, Public Utilities Commission, Port, etc.) revenues.

As shown on the second page of Attachment 2, the CIBER, Inc. proposed reduced agreement amount of \$4,995,120 that has now been paid, together with the anticipated subcontractor costs of \$3,231,456 over two fiscal years, (\$1,824,336 in FY 2009-2010 and \$1,407,120 in FY 2010-2011) totals \$8,226,576, which

is \$5,336,674 less than the original \$13,563,250 CIBER, Inc. agreement. A comparison of City staff wages and benefits on page 1 of Attachment II of \$10,518,312 with the original CIBER, Inc. agreement of \$13,563,250 and page 2 of Attachment II of projected City staff wages and benefits of \$12,580,923 reflects an increased cost of \$2,062,611 for the additional wage and benefit expenses for the ten requested new staff positions, which would be partially funded from the reduced amount of the CIBER, Inc. agreement of \$4,995,120.

Most of the savings by reducing the CIBER Agreement and hiring the ten additional City staff results because CIBER, Inc. consultant rates ranged from \$110 to \$191 per hour, depending on the task and assigned consultant staff, based on an estimated 77,625 total hours of consulting services at an average hourly rate of \$173.18 per hour. While the rates of the proposed consultants ranging from \$169 to \$210, or an average of \$184.50 are slightly higher than the hourly CIBER rates, the subcontractor consultants are only anticipated to work an estimated 9,360 hours in FY 2009-2010 and 7,626 hours in FY 2010-2011, or a total of 16,986. In addition, the average hourly salary and fringe benefit rate for the City's Project eMerge in-house staff is \$73.98, or less than half the rates paid for the outside consultants.

Overall, a comparison of the total Project eMerge costs, using the proposed outside consultants and an increase of ten positions for the in-house City staff, shows a reduction from the original \$37,257,444 budget to the currently projected total cost of \$36,514,681, or a savings of \$742,763⁸.

Comments:

1. Ms. Thompson advises that, based on the acceptance criteria specified in the agreement, (a) CIBER, Inc. has satisfactorily completed the deliverables defined in the statement of work contained in the proposed third amendment to the agreement, and (b) DHR has made final payment to CIBER, Inc. for all completed

⁸ As previously noted, \$600,000 of the \$742,763 was previously returned to the City's General Fund. The remaining savings of \$142,763 resulted from laying off one 1844, Senior Management Assistant position.

deliverables. Ms. Thompson further advises that CIBER's completed work primarily consisted of plans, analysis and strategies for configuring and building the Project eMerge system because CIBER, Inc's major expertise was their experience with PeopleSoft, the software product being developed for use for Project eMerge. According to Ms. Thompson, Project eMerge can now move into the design, build and test stages, where technical expertise would be provided with a combination of existing City project staff, the subcontractors being retained, and the ten additional City technical staff being requested.

2. The proposed third amendment would terminate the CIBER, Inc. agreement effective September 30, 2009, in the reduced amount of \$4,995,120. As discussed above, DHR has already paid CIBER, Inc. in full for the \$4,995,120 proposed reduced contract amount and the proposed termination date of September 30, 2009 has already elapsed. Therefore, the proposed resolution should be amended to provide for retroactive approval of these actions.

3. Although the proposed amendment to the Annual Salary Ordinance (File 09-1138) provides for the hiring of ten new positions, effective November 1, 2009, given the current timing coupled with the City's processes for hiring, it is not likely that DHR will actually be able to fill all of the requested new staff positions until January 1, 2010. Therefore, the Budget Analyst recommends that the proposed Amendment to the FY 2009-2010 Annual Salary Ordinance be amended to provide the a reduction of 1.67 FTEs from 6.70 FTEs to 5.0 FTEs for the balance of FY 2009-2010 as shown in the Table below:

Table 3
Recommended Position Reductions

Classification Number	Title	FTE Positions	
		Requested in FY 2009-2010	Budget Analyst Recommendations
1064	IS Programmer Analyst - Principal	2.68	2.00
1054	IS Business Analyst - Principal	2.68	2.00
1043	IS Engineer - Senior	<u>1.34</u>	<u>1.00</u>
	Total	6.70	5.00

4. As noted above, all of the requested ten new positions (6.70 FTEs) would be permanent, exempt positions. However, DHR advises that all of the ten requested new positions are only required until the implementation of Project eMerge has been completed, currently scheduled for November of 2010. Therefore, the Budget Analyst recommends that all of the requested new positions be coded as "Limited Tenure" positions, which would terminate no later than the end of calendar year 2010, or a maximum duration of one year.

5. In accordance with the proposed third amendment to the agreement with CIBER, Inc., a new Section 66, entitled Non-Disparagement would be added, which states "HRD will use its best effort to ensure that its communications to others concerning Contractor's (CIBER) performance under the Agreement are not disparaging in nature. Notwithstanding the above, HRD cannot prevent public and elected officials, either in the context of their official duties or otherwise, from commenting on the Agreement or the work done thereunder." Ms. Thompson advises that in accordance with DHR's original agreement with CIBER, Inc., the parties agreed to limit CIBER, Inc's work to the specified deliverables that were completed satisfactorily. Ms. Thompson advises that as she has now determined that this condition has been met for the specified deliverables identified in this third amendment, and DHR has paid for this level of work, there is no basis for implied or expressed dissatisfaction in the quality of CIBER, Inc's work.

- Recommendations:**
1. In accordance with Comment No. 2, amend the proposed resolution (File 09-1139) to provide for retroactive approval of the subject third amendment.

 2. In accordance with Comment No. 3, amend the proposed ordinance (File 09-1138) to change the full-time equivalent positions, from an effective commencement date of November 1, 2009 to January 1, 2010.

 3. In accordance with Comment No. 4, amend the proposed Amendment to the Annual Salary Ordinance (File 09-1138) to identify each of the ten requested new positions as Limited Tenure positions, such that the termination date for each of the requested new positions would not extend beyond the end of calendar year 2010, as the implementation of Project eMerge, is currently scheduled for November of 2010.

 4. Approve the proposed resolution and ordinance, as amended.

Project eMerge Staffing Plan

July 1, 2009	Position	General Project Mgmt	Functional Team	Technical Team	Change Mgmt	Infrastructure Team	Total	% of 1st year	FTE-10	FTE-11	2009-10	2010-11
	5506	1					1	1	1	0.42	\$ 230,786	\$ 96,161
	5504		1		1		2	2	2	0.83	\$ 380,250	\$ 158,438
	1824				1		1	1	1	0.42	\$ 143,920	\$ 59,967
	1823	1					1	1	1	0.42	\$ 124,350	\$ 51,813
	1054		5				5	5	5	2.08	\$ 789,568	\$ 328,987
	1053		5				5	5	5	2.08	\$ 881,915	\$ 284,131
	1044					1	1	1	1	0.42	\$ 184,278	\$ 76,782
	1043					1	1	1	1	0.42	\$ 159,053	\$ 66,276
	1054			4		2	2	2	2	0.83	\$ 292,100	\$ 121,708
	1053			4		4	4	4	4	1.67	\$ 631,654	\$ 263,189
	1063			1			1	1	1	0.42	\$ 136,383	\$ 56,826
	1064			3			3	3	3	1.25	\$ 371,225	\$ 154,677
	Developer			2			2	2	2	0.83	\$ 287,941	\$ 119,934
	Subtotal	2	11	10	2	4	29	29	29	12.08	\$ 4,413,334	\$ 1,838,889
November 1, 2009	1064			4			4	2.64	2.64	1.67	\$ 379,950	\$ 239,867
	1043			2		2	2	1.32	1.32	0.83	\$ 209,963	\$ 132,552
	1054			3			4	2.84	2.84	1.67	\$ 416,892	\$ 263,189
	Total	2	12	17	2	6	39	35.6	35.6	16.25	\$ 1,906,805	\$ 635,809
											TOTAL	\$ 5,420,138
												\$ 2,474,498
	Positions											
	1053		1.25	1.02	1.035	1.25	1.00	1.3	1.00	1.3		
	1054	\$ 99,398	\$ 124,248	\$ 128,935	\$ 103,148	\$ 128,935	\$ 104,910	\$ 136,383	\$ 104,910	\$ 136,383		
	5804	\$ 115,050	\$ 143,813	\$ 149,284	\$ 119,412	\$ 149,284	\$ 121,472	\$ 157,914	\$ 121,472	\$ 157,914		
	5506	\$ 138,528	\$ 173,160	\$ 179,718	\$ 143,774	\$ 179,718	\$ 146,250	\$ 190,125	\$ 146,250	\$ 190,125		
	1063	\$ 168,168	\$ 210,210	\$ 218,162	\$ 174,530	\$ 218,162	\$ 177,528	\$ 230,786	\$ 177,528	\$ 230,786		
	1064	\$ 90,168	\$ 112,710	\$ 116,973	\$ 93,379	\$ 116,973	\$ 95,186	\$ 123,742	\$ 95,186	\$ 123,742		
	1844	\$ 104,858	\$ 131,073	\$ 136,039	\$ 108,832	\$ 136,039	\$ 110,708	\$ 143,920	\$ 110,708	\$ 143,920		
	1823	\$ 77,194	\$ 96,493	\$ 100,204	\$ 80,163	\$ 100,204	\$ 81,588	\$ 106,064	\$ 81,588	\$ 106,064		
	1824	\$ 90,636	\$ 113,295	\$ 117,564	\$ 94,051	\$ 117,564	\$ 124,350	\$ 159,053	\$ 124,350	\$ 159,053		
	1042	\$ 104,936	\$ 131,170	\$ 136,089	\$ 108,871	\$ 136,089	\$ 110,708	\$ 143,920	\$ 110,708	\$ 143,920		
	1043	\$ 106,418	\$ 133,023	\$ 138,058	\$ 110,446	\$ 138,058	\$ 112,346	\$ 146,050	\$ 112,346	\$ 146,050		
	1044						\$ 122,356	\$ 159,063	\$ 122,356	\$ 159,063		
							\$ 141,752	\$ 184,278	\$ 141,752	\$ 184,278		

PROJECT eMERGE SOURCES & USES

	Actual Appropriations			Budget Request			TOTAL
	FY05-06	FY06-07	FY07-08	FY08-09	FY09-10	FY10-11	
SOURCES							
Total GFS Allocation	4,493,743	3,216,929	0	7,327,420	8,513,215	0	23,551,307
Total Non-GFS Allocation		3,306,247	0	7,556,552	2,843,338	0	13,706,137
Total Sources	4,493,743	6,523,176	0	14,883,972	11,356,553	0	37,257,444

	Actual Expenditures			Projected Expenditures			TOTAL
	FY05-06	FY06-07	FY07-08	FY08-09	FY09-10	FY10-11	
USES							
Wages & Benefits*		39,000	2,065,447	4,171,457	4,242,408		10,518,312
Operating Expenses			89,620	179,240	179,240		448,100
Rent / Space			146,450	102,036	93,160		341,646
Equipment & Office Supplies			84,175	35,000	35,000		187,406
Training / Development		33,231	294,023	0	0		294,023
Office Move			178,200	918,500	918,500		2,015,200
Hardware							
Consultant / Subcontractor Services							
Implementer Contract - CIBER			1,102,810	7,370,730	5,089,710		13,563,250
Licenses and Maintenance			5,283,650	1,671,110	1,101,044		8,055,804
Legal Counsel			62,200	0	0		62,200
DT Support Services		50,529	664,890	588,542	467,542		1,771,503
Total Uses	0	122,760	9,971,465	15,036,615	12,126,604	0	37,257,444

PROJECT eMERGE SOURCES & USES

	Actual Appropriations						
	FY05-06	FY06-07	FY07-08	FY08-09	FY09-10	FY10-11	TOTAL
SOURCES							
Total GFS Allocation	4,493,743	3,216,929	0	7,327,420	7,770,452	0	22,808,544
Total Non-GFS Allocation	4,493,743	3,306,247	0	7,556,552	2,843,338	0	13,706,137
Total Sources	4,493,743	6,523,176	0	14,883,972	10,613,790	0	36,514,681
	Actual Expenditures						
	FY05-06	FY06-07	FY07-08	FY08-09	FY09-10	FY10-11	TOTAL
USES							
Wages & Benefits		39,000	1,296,537	3,350,750	5,420,138	2,474,498	12,580,923
Operating Expenses							
Rent / Space			89,620	179,240	179,240	74,683	522,783
Equipment & Office Supplies			81,390	85,231	109,660	30,484	306,765
Training / Development		33,231	28,174	96,165	35,000	0	192,570
Office Move			251,738	0	0	0	251,738
Hardware			643,645	583,433	1,331,445	0	2,558,523
Consultant / Subcontractor Services							
Implementer Contract - CIBER			0	2,592,576	2,402,544	0	4,995,120
Subcontractors	0	0	0	0	1,824,336	1,407,120	3,231,456
Third Party Licenses and Maintenance			5,020,632	1,766,722	1,824,785	1,173,933	9,786,072
Legal Counsel			62,200	0	0	0	62,200
DT Support Services		50,529	212,677	603,325	250,000	250,000	1,366,531
Give Backs							
Enterprise Departments (at end of project)						400,000	400,000
Technology Reduction					260,000		260,000
Total Uses	0	122,760	7,686,613	9,257,441	13,377,149	5,410,718	36,514,681

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Third Amendment

THIS THIRD AMENDMENT (this "Third Amendment") is made as of September 1, 2009, in San Francisco, California, by and between **CIBER, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein in order to close out the contract, replace the prior statements of work with the Final Supplemental Statement of Work attached hereto, and resolve any pending disputes concerning either Parties' performance under the Agreement ;

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Third Amendment:

a. **Agreement.** The term "Agreement" shall mean the Agreement dated April 14, 2008 between Contractor and City, as amended by the First Amendment dated February 1, 2009, the Second Amendment dated June 15, 2009 and this Third Amendment.

b. **Other Terms.** Terms used and not defined in this Third Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

a. The definition of "Statement of Work" or "SoW" is replaced in its entirety to read as follows:

"Statement of Work" or "SoW" means the **Final Supplemental Statement of Work, Appendix A, Project eMerge Agreement**, attached to this Third Amendment.

b. The definitions of "Warranty Period" and "Warranty Commitments" are hereby deleted from the Agreement.

c. **Section 3** entitled "**Term**". Section 3 of the Agreement is amended to read as follows:

Subject to Section 2, the term of this Agreement shall be from (i) the later of April 14, 2008 or the date the Controller certifies to the availability of funds as described in Section 4 to (ii) October 1, 2009.

d. **Section 5** entitled "**Services Contractor Agrees to Perform**" is amended in its entirety to include only those tasks and deliverables set forth in the **Final Supplemental Statement of Work, Appendix A, Project eMerge Agreement**, attached hereto.

- e. **Section 6** entitled "**Acceptance**" is amended in its entirety to read as follows:

City Accepts the work performed by Contractor, as set forth in the **Final Supplemental Statement of Work, Appendix A, Project eMerge Agreement**, and agrees that such work meets its Acceptance Criteria under the Agreement.

- f. **Section 8** entitled "**Compensation; Guaranteed Maximum Cost; Retention**" is amended in its entirety to read as follows:

In no event shall the total fees, expenses, and other costs payable by City under this Agreement exceed Four Million, Nine Hundred and Ninety-five Thousand, One Hundred and Twenty Dollars (\$4,995,120) ("Guaranteed Maximum Cost") and Contractor agrees that its fees, expenses (including without limitation all travel expenses) and any other costs incurred in performing the Work described in this Agreement and the Final Supplemental Statement of Work, Appendix A shall not exceed the Guaranteed Maximum Cost. City will compensate Contractor as set forth in this Agreement and the Final Supplemental Statement of Work, Appendix A up to the Guaranteed Maximum Cost. Contractor and City agree that the Guaranteed Maximum Cost is the total amount owed to Contractor, by City, for all Work set forth in Appendix A to this Third Amendment either performed by Contractor, or its subcontractors, and no other amounts shall be due or owing to Contractor from City under the Agreement.

Any work performed by Contractor and not covered by a SoW shall be considered gratuitous and Contractor shall have no right or claim whatsoever to any form of compensation.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of a HRC Progress Payment Form. If a Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

Provided that the City is in receipt of Contractor's invoice and the HRC Progress Payment form, the City shall pay the Guaranteed Maximum Cost on or before October 1, 2009, and any unpaid amount remaining after October 1, 2009 will be subject to a 1% per month interest charge.

- g. The 3rd and 5th sentences of Section 10 entitled "**Payment; Invoice Format**" are hereby deleted.

- h. Section 13 entitled "**Payment Does Not Imply Acceptance of Work**" is hereby deleted in its entirety.

- i. Section 18 entitled "**Warranties**" is hereby deleted in its entirety.

- j. A new **Section 66** entitled "**Non-Disparagement**" is added to the Agreement which reads as follows:

The Human Resources Department (HRD) will use its best efforts to ensure that its communications to others concerning Contractor's performance under the Agreement are not disparaging in nature. Notwithstanding the above, HRD cannot prevent public and elected officials, either in the

context of their official duties or otherwise, from commenting on the Agreement or the work done thereunder.

k. A new Section 67 entitled "Releases" is added to the Agreement which reads as follows:

67. Releases

Both the City and Contractor ("Releasing Parties") desire to resolve all outstanding performance issues and claims relating to the Agreement under this Third Amendment. Accordingly, the Releasing Parties agree as follows:

67.1 Except as otherwise provided in this Third Amendment, the City and the San Francisco, on behalf of itself and its respective past, present and future managers, officers, agents, employees, transferees, successors and assigns, release and forever discharge Contractor and its respective past, present and future officers, directors, employees, attorneys, insurers, agents, servants, affiliates, subsidiaries, parent companies, subsidiaries of any parent company, predecessors in interest, successors in interest, subcontractors, heirs and assigns, from all liabilities, claims, rights, causes of action, suits, obligations, damages, demands, expenses, costs, debts, matters and issues of any nature, known or unknown, related to the Agreement.

67.2 Except as otherwise provided in this Third Amendment, Contractor, and its respective past, present and future officers, directors, principals, partners, employees, shareholders, attorneys, insurers, agents, servants, affiliates, subsidiaries, parent companies, subsidiaries of any parent company, successors, subcontractors, heirs and assigns, releases and forever discharges the City, and its respective past, present and future directors, managers, officers, agents, employees, transferees, successors and assigns, from all liabilities, claims, rights, causes of action, suits, obligations, damages, demands, expenses, costs, debts, matters and issues of any nature related to the Agreement.

67.3 The releases set forth above shall include, but are not limited to, claims, rights or causes of action at law or in equity based on contract, whether oral, express or implied, fraud, misrepresentation, promissory estoppel, equitable estoppel, equity, tort, breach of contract, breach of fiduciary duty, negligence, express or implied indemnity, statute or common law, claims for attorneys' fees, debts, compensatory damages, punitive or exemplary damages, and liquidated damages.

67.4 Waiver of Civil Code Section 1542. Except as otherwise provided herein, each of the Releasing Parties understands and agrees that this Third Amendment amounts to a full accord, satisfaction, and discharge of all of their claims against one another arising out of or in connection with the Agreement, whether known or unknown, anticipated or unanticipated, foreseen or unforeseen, or whether or not damage or injury has yet occurred, arising from the beginning of time to the date of this Third Amendment. With respect to such unknown, unanticipated or unforeseen claims, each of the Releasing Parties hereby knowingly, voluntarily and expressly waives all rights and benefits otherwise conferred by the provisions of California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Releasing Parties understand and acknowledge the significance and consequence of such specific waiver of California Civil Code section 1542 and hereby assume full responsibility for such waiver.

67.5 Consistent with the foregoing, the City shall execute a written release of all performance bond amounts in a form reasonably satisfactory to Contractor's surety.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Third Amendment.

4. Legal Effect. Except as expressly modified by this Third Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect. IN WITNESS WHEREOF, Contractor and City have executed this Third Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:

CIBER, INC.

Micki Callahan
Director
Department of Human Resources

Mac Slingerlend
President & CEO
6363 S. Fiddler's Green Circle, Suite 1400
Greenwood Village, CO 80111

City vendor number: 53141

Approved as to Form:

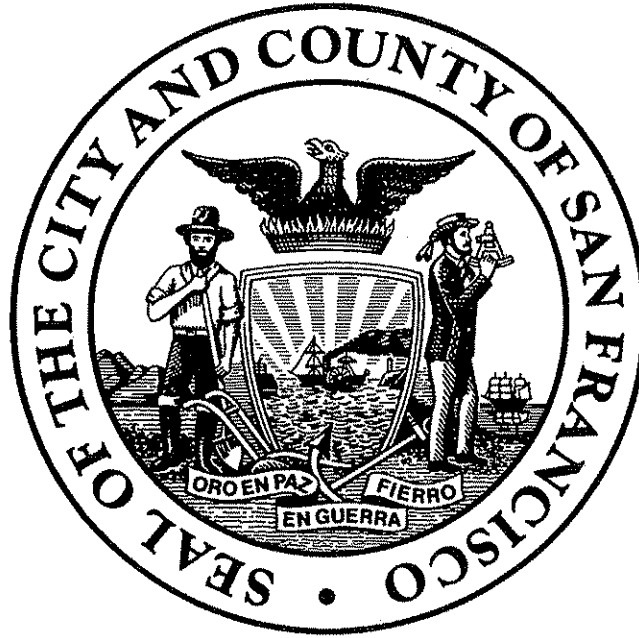
Dennis J. Herrera
City Attorney

By:

Robert S. Maerz
Deputy City Attorney

Approved:

Naomi Kelly
Director of the Office of Contract Administration,
and Purchaser



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FINAL SUPPLEMENTAL STATEMENT OF WORK

Appendix A, Project eMerge Agreement

Submitted in Confidence
By

ciber

September 8, 2009

This Final Supplemental Statement of Work (SSOW) is incorporated into and made a part of the Project eMerge Agreement between CIBER, Inc ("CIBER") and City and County of San Francisco.

CIBER Deliverables

This Final Supplemental Statement of Work (SSOW) Appendix A supercedes the Initial Statement of Work (original Appendix A) dated March 25, 2008, Revised Initial Statement of Work (First Amendment revising Appendix A) dated February 1, 2009 and Phase I Supplemental Statement of Work (Attachment E to Revised Appendix A) dated May 5, 2009. CIBER will perform the services set forth in this Final Supplemental Statement of Work for a not to exceed amount of \$4,995,120.

Inclusive of the not to exceed amount found in Section 8 of the Agreement as amended, CIBER will charge up to \$45,120 for the services of CIBER subcontractor resrouces from September 1, 2009 through September 15, 2009. The breakdown for the services is as follows:

1. Technical Developer -	\$115/hr * 80hrs = \$9,200
2. Benefits Functional Lead -	\$165/hr * 80hrs = \$13,200
3. Payroll Functional Lead -	\$136/hr * 80hrs = \$10,880
4. Absence Management Functional Lead -	\$148/hr * 80hrs = \$11,840
Total:	\$45,120

The table below outlines the deliverables CIBER has completed as a part of this Final Supplemental Statement of Work. The table includes the Deliverable, Deliverable ID, and the Deliverable Summary.

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Statement of Work**

Deliverable	Deliverable ID	Deliverable Summary
Project Charter	1.13	<ul style="list-style-type: none"> Project Charter includes the following: project objectives/business purpose; project manager responsibilities and authorities; dependencies, constraints, assumptions and risks; high-level scope; timeline (major phases and milestones); cost components; sponsorship; funding.
Time & Labor Functional Team Training	1.118	<ul style="list-style-type: none"> Training plan mutually agreed to prior to training being scheduled will include clear, measurable training objectives, in-class labs and activities and evaluation methodology. Training materials, mutually agreed to, will be submitted prior to training being scheduled Curriculum inclusive of PeopleSoft Time & Labor v9.0 module Complete training for 100% of intended audience. Accurate and complete training materials provided for post-course reference. Evaluation scores of 85% or higher
PeopleSoft HCM v9.0 Functional Training for Project Team	1.02	<ul style="list-style-type: none"> Calendar of training completed Curriculum inclusive of PeopleSoft HCM v9.0 modules Complete training for 100% of intended audience. Accurate and complete training materials provided for post-course reference.
Fit/Gap Schedule	1.03	<ul style="list-style-type: none"> Completed schedule outlining the resources, timeline, activities, meetings, milestones and deliverables necessary for the Fit/Gap process Fit/Gap schedule includes all functional areas / modules in scope for the current project phase
Communication and Feedback Plan	1.31	<ul style="list-style-type: none"> Communication plan provides specific strategies to introduce personnel to the changes they will be experiencing by providing timely and comprehensive information delivery. Communication plan describes how specific aspects of the project will be communicated with the impacted audience groups.

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Statement of Work**

Deliverable	Deliverable ID	Deliverable Summary
		<ul style="list-style-type: none"> • Communication plan will include appropriate message themes for the different audience groups and appropriate media choices for greatest impact. • Communication plan identifies appropriate sender and appropriate timing for communication. • Options for receiving and processing feedback should be varied and appropriate for use in this project.
Risk Plan	1.12	<ul style="list-style-type: none"> • For each item in the Risk Assessment, identification of the Risk Response strategy (acceptance, avoidance, transference and mitigation) as well as details.
Change Management Training (CIBER's Change Management Methodology) for all Project Team Members	1.10	<ul style="list-style-type: none"> • Training includes how to fulfill change management roles and responsibilities. • Calendar of training completed. • Complete training for 100% of intended audience. • Accurate and complete training materials provided for post-course reference.
Risk Assessment	1.15	<ul style="list-style-type: none"> • All known risks identified in a Risk Log document with identification of the following per risk: Description, Status, Type, Triggers, Impact / Consequences, Contingency Plan, Probability of Occurrence, Impact of Realized, Overall Priority, Identified By, Assigned Team and/or Person, Date Opened, Date Closed.
Conversion Strategy	1.16	<ul style="list-style-type: none"> • Conversion Strategy to include: overall conversion objectives, overall conversion approach, conversion design strategy, conversion development strategy, data sources, data structure, scope of data (cycles, history), technical development options, responsible resources, special data handling, dependencies and timing.
Interface Strategy	1.20	<ul style="list-style-type: none"> • Interface Strategy to include: overall interface objectives, overall interface approach, types of interfaces in scope for the project phase (bi-directional, one-way, real-time, near real-time), interface design strategy, interface development strategy, interface tools to be

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Statement of Work**

Deliverable	Deliverable ID	Deliverable Summary
Reports Strategy	1.27	<p>leveraged, interface architecture strategy, data transfer strategy, strategy on temporary versus permanent interfaces.</p> <ul style="list-style-type: none"> • Reports Strategy document includes the following high-level detail: overall reports objectives, overall reports approach, types of reports in scope for the project phase (e.g. operational, management, self-service, custom, etc.), reports design strategy, reports development strategy, reports delivery methods, reports tools to be leveraged, resources, architecture strategy. • Reports Strategy document includes the following report-specific detail: list of known report per functional area / module, main purpose of each known report and priority of each known report.
Leadership Stakeholder Goals and Alignment	1.06	<ul style="list-style-type: none"> • Identify Leadership Stakeholders. • Document the goals of the stakeholders, including their purpose for the project. • Document the approach and steps to be taken for successful leadership of stakeholders. • Outline "How results will be used."
End User Training Strategy	1.29	<p>Training strategy document to include:</p> <ul style="list-style-type: none"> • Groups need to be trained • Define appropriate courses and content • Multiple delivery methods • Resources to conduct training • Content Development Tools to be used • Training facilities identified • Training evaluation tools
Fit/Gap Sessions	1.04	<ul style="list-style-type: none"> • Completion of all Fit/Gap Sessions per the Fit/Gap Schedule • Attendance log of participants included in Fit/Gap Sessions
Security Strategy	1.24	<ul style="list-style-type: none"> • Security Strategy document to include: Security architecture strategy, roles strategy, authentication strategy, data access and permissions strategy, data privacy guidelines, remote access strategy

**CCSF PeopleSoft version 9.0 HCM Implementation
Statement of Work**

Deliverable	Deliverable ID	Deliverable Summary
Preliminary Project Plan	1.14	<ul style="list-style-type: none"> Describes the strategies of how the project will accomplish its primary objective – the successful implementation of Oracle HCM - and translates those strategies into executable steps. Includes Executive Scope Statement, Communication Plan, Quality Plan, Issue Management Plan, Scope Management Plan, Staffing Plan, Project Schedule, Testing Standards, Technical Documentation and Development Standards Project Schedule identifies at a task and sub-task level, the work that must be accomplished by CIBER and CCSF. It also includes deliverables and milestones identified in the SOW, the estimated effort required, dependencies, resource assignments and relationships between tasks.
Customization Strategy	1.23	<ul style="list-style-type: none"> Customization Strategy document includes: overall customization approach, types of customization in scope for the project phase, customization architecture strategy, customization design strategy, customization development strategy, customization tools to be leveraged.
Testing Strategy	1.34	<ul style="list-style-type: none"> Testing Strategy document includes the following high-level detail: overall testing objectives, overall testing approach, testing scope, testing data setup strategy
Fit/Gap Report	1.05	<ul style="list-style-type: none"> Identification of all requirements to be fulfilled by the out-of-box or configured solution (i.e. Fits) Identification of all requirements that cannot be fulfilled by the out-of-box or configured solution (i.e. Gaps). For each Gap item, identification proposed means to close the Gap (e.g. customization, report, workflow, process change, etc.) Updated Requirements Matrix to reflect the Fit/Gap per requirement
Basic Configuration Sessions Plan	1.39	<ul style="list-style-type: none"> Configuration Sessions Plan to include: 1) Business Process Design

**CCSF PeopleSoft version 9.0 HCM Implementation
Statement of Work**

Deliverable	Deliverable ID	Deliverable Summary
Requirements Matrix	1.36	<p>Objectives, Responsibility and Process Definition. 2) Prototype II Configuration Objectives, Responsibilities and Process</p> <ul style="list-style-type: none"> All in scope requirements identified for the applicable phase All in scope requirements identified by functional area / module
Detailed Project Plan and Supplemental Statement of Work	1.38	<ul style="list-style-type: none"> Update of Preliminary Project Plan, including Ciber and CCSF Staffing Plan, Deliverable Schedule, Project Price Schedule, Technical Scope, Data Conversion, Management Approach, roles and responsibilities, technical and functional scope, and Project Schedule Project Schedule identifies at a task and sub-task level, the work that must be accomplished by CIBER and CCSF. It also includes deliverables and milestones identified in the SOW, the estimated time required, dependencies, resource assignments and relationships between tasks.
Configuration Executed and Complete	1.21	<ul style="list-style-type: none"> Prototype 2 configuration of Configuration Environment performed and complete. Config Environment populated with working data for all essential tables listed in the approved System Test Plan document
Basic Configuration Sessions	1.40	<ul style="list-style-type: none"> Measurable objectives for each Basic Configuration Sessions before each session Inventory of Configuration Session meetings that included resources outside of Project eMerge. This inventory will only include the following: Department, When the Meeting Occurred, Objective, Attendees, any Applicable Notes Documentation of all basic configuration decisions that are still outstanding with a plan of action for resolution Attendance log of participants included in Basic Configuration Sessions
Basic Configuration Document	1.41	<ul style="list-style-type: none"> Documentation of all basic configuration (values and information) from the Basic Configuration Sessions (1.40) leading to those configurations, per functional area / module
System Testing – Prototype II (Base Configuration)	1.53	<ul style="list-style-type: none"> Testing complete per exit and overall acceptance criteria identified in the System Test Plan. System Acceptance Document (include description)

**CCSF PeopleSoft version 9.0 HCM Implementation
Statement of Work**

Deliverable	Deliverable ID	Deliverable Summary
Configuration Move to UAT Acceptance	1.42	<ul style="list-style-type: none"> • Configuration Environment is ready for User Acceptance Testing • Testing environment for UAT has been successfully established to mirror the Configuration Environment to include a combination of manual reentry, reversion and Set-up Manager scripts.
Interface Matrix	1.19	<ul style="list-style-type: none"> • All in scope interfaces identified for the applicable phase • All in scope interfaces identified by functional area / module • Completed Interface Matrix will include the following fields: interface source organization, interface source system, interface target systems, interface purpose, interface tool, DR#, DR title, status, phase, priority, requirement number, and module
Customization Matrix	1.22	<ul style="list-style-type: none"> • All in scope customizations identified for the applicable phase • All in scope customizations identified by functional area / module • Completed Customization Matrix will include the following fields: customization name, customization type, DR #, DR Title, status, phase, priority, requirement number, and module
Reporting Matrix	1.26	<ul style="list-style-type: none"> • All in scope reports identified for the applicable phase • All in scope reports identified by functional area / module • Completed Reports Matrix will include the following fields: report name, report type, report audience, DR #, DR title, status, phase, priority, requirement number, and module
User Acceptance Test - Prototype II (Basic Configuration)	1.46	<ul style="list-style-type: none"> • Testing complete per acceptance criteria identified in the User Acceptance Test Plan. • Produce UAT Acceptance Document to include user findings, statistics showing compliance to UAT Test Plan pass/fail criteria, incident resolution log for all failed test incidents.
Interface Plan	1.18	<ul style="list-style-type: none"> • Interface Plan to include overall interface scope by function / module, schedule including activities and milestones, interface tools leveraged, participants, roles and responsibilities, interface data setup, assumptions
Reporting Plan	1.28	<ul style="list-style-type: none"> • Reports Plan to include an inventory of all applicable reports for current project phase

**CCSF PeopleSoft version 9.0 HCM Implementation
Statement of Work**

Deliverable	Deliverable ID	Deliverable Summary
		<ul style="list-style-type: none"> • Reports Plan to include overall scope, reports schedule including activities and milestones, reports tools leveraged, participants, roles and responsibilities, reports test plan, assumptions
System Modeling Testing/System Scope Finalized	1.52	<ul style="list-style-type: none"> • Testing complete per acceptance criteria identified in the Business Process Design Documents. • Modeling Acceptance Documents to include all accepted Business Process Design Documents
Query Basics Training for Functional & Technical Teams	1.117	<ul style="list-style-type: none"> • Training plan mutually agreed to prior to training being scheduled will include clear, measurable training objectives, in-class labs and activities and evaluation methodology. • Training materials, mutually agreed to, will be submitted prior to training being scheduled • Day one of the Query Basics Class to occur in Prototype 1 • Days 2,3,4 to occur in Prototype 2 Design/Configuration but included in DID 1.02 • Evaluation scores of 85% or higher
Customization Plan	1.119	<ul style="list-style-type: none"> • Customization Plan document builds upon the Customization Strategy and defines the final design of the Customization Matrix deliverable. • Customization process procedures are finalized in the plan specifying sign-off intervals, functional specification standards, and quality review gates.
User Acceptance Test Plan	1.43	<ul style="list-style-type: none"> • UAT Plan to include overall testing scope, testing process, test tools leveraged, participants, roles and responsibilities, entry criteria into UAT, exit criteria from UAT, overall acceptance, dependencies, number of cycles, level of detail of scripts, how test results are being tracked, how fixes will be implemented and expected timing of fixes.
System Test Plan	1.47	<ul style="list-style-type: none"> • System Test Plan to include overall testing scope, testing process, test tools leveraged, participants, roles and responsibilities, entry criteria into System Test, exit criteria from System Test, overall

**CCSF PeopleSoft version 9.0 HCM Implementation
Statement of Work**

Deliverable	Deliverable ID	Deliverable Summary
Parallel Test Strategy	1.97	<p>acceptance criteria, dependencies, number of cycles, level of detail of scripts, how test results are being tracked, how fixes will be implemented, regression test approach and expected timing of fixes.</p> <ul style="list-style-type: none"> • Parallel Test Strategy is the preliminary strategy for Parallel testing. • Parallel Test Strategy to include: What the definition of parallel will be – true parallel (dual entry) or mock parallel (expected results) • Tools to be used for parallel • Resources identified • Timings identified • Acceptance criteria to include % of error acceptance.
User Acceptance Test Script Creation	1.44	<ul style="list-style-type: none"> • UAT Scripts to tie back to all module processes for current project phase. • UAT scripts to include specific steps (numbers and descriptions) for execution, the expected results, actual results and exception handling cases if appropriate. • UAT scripts to include a pass/fail grade for the test as well as any resolutions to issues, or plans for resolution. • UAT scripts may be reused across the project.
System Test Script Creation	1.48	<ul style="list-style-type: none"> • System Test Scripts equate to the test scenarios described in the “Test Approach/Cases” section of the Functional Specification within the Development Request (DR) document. • System Test Scripts are created by the Functional Team. • The test scenarios must be specific enough to enable positive and negative testing of the development items and will be executed by core functional project team members. • Expected results are based on the functional specifications. • System Test Scripts to include a pass/fail indicator for the test as well as any resolutions or plans for resolution to test issues.
Preliminary Customization Functional Design Specifications	1.70	<ul style="list-style-type: none"> • Preliminary Customization Functional Design Specifications (per the TDDS document) • The Preliminary Functional Design Specifications will be a component of the Development Request documents

CCSF PeopleSoft version 9.0 HCM Implementation
Statement of Work

Deliverable	Deliverable ID	Deliverable Summary
Preliminary Customization Technical Design Specifications	1.71	<ul style="list-style-type: none"> Preliminary Customization Technical Design Specifications (per the TDDS document), per the Development Request criteria
Preliminary Interface Functional Design Specifications	1.79	<ul style="list-style-type: none"> Preliminary Interface Functional Design Specifications (per the TDDS document) The Preliminary Functional Design Specifications will be a component of the Development Request documents
Preliminary Interface Technical Design Specifications	1.80	<ul style="list-style-type: none"> Preliminary Interface Technical Design Specifications (per the TDDS document) The Preliminary Technical Design Specifications will be a component of the Development Request documents
Organizational Change Readiness Assessment	1.07	<ul style="list-style-type: none"> Create assessment tool to be used with various constituencies to determine their Change Readiness. Includes readiness of employees vs. readiness of management vs. readiness of technology.
Change Management Plan	1.32	<ul style="list-style-type: none"> Change Management Plan includes: Identifying audience; Developing facilitation meeting agenda and schedule; overall scope schedule including activities and milestones by Prototype leading up to go-live date, communication tools leveraged, participants, roles and responsibilities, assumptions, risks
PeopleSoft HCM v9.0 Functional Training for Project Team	2.02	<ul style="list-style-type: none"> Calendar of training completed Curriculum inclusive of PeopleSoft HCM v9.0 modules Complete training for 100% of intended audience. Accurate and complete training materials provided for post-course reference.
Fit/Gap Schedule	2.03	<ul style="list-style-type: none"> Completed schedule outlining the resources, timeline, activities, meetings, milestones and deliverables necessary for the Fit/Gap process Fit/Gap schedule includes all functional areas / modules in scope for the current project phase
Fit/Gap Sessions	2.04	<ul style="list-style-type: none"> Completion of all Fit/Gap Sessions per the Fit/Gap Schedule Attendance log of participants included in Fit/Gap Sessions

**CCSF PeopleSoft version 9.0 HCM Implementation
Statement of Work**

Deliverable	Deliverable ID	Deliverable Summary
Fit/Gap Report	2.05	<ul style="list-style-type: none"> • Identification of all requirements to be fulfilled by the out-of-box or configured solution (i.e. Fits) • Identification of all requirements that cannot be fulfilled by the out-of-box or configured solution (i.e. Gaps). • For each Gap item, identification proposed means to close the Gap (e.g. customization, report, workflow, process change, etc.) • Updated Requirements Matrix to reflect the Fit/Gap per requirement
Risk Plan	2.12	<ul style="list-style-type: none"> • For each item in the Risk Assessment, identification of the Risk Response strategy (acceptance, avoidance, transference and mitigation) as well as details.
Project Charter	2.13	<ul style="list-style-type: none"> • Project Charter includes the following: project objectives/business purpose; project manager responsibilities and authorities; dependencies, constraints, assumptions and risks; high-level scope; timeline (major phases and milestones); cost components; sponsorship; funding.
Risk Assessment	2.15	<ul style="list-style-type: none"> • All known risks identified in a Risk Log document with identification of the following per risk: Description, Status, Type, Triggers, Impact / Consequences, Contingency Plan, Probability of Occurrence, Impact of Realized, Overall Priority, Identified By, Assigned Team and/or Person, Date Opened, Date Closed.
Conversion Strategy	2.16	<ul style="list-style-type: none"> • Conversion Strategy to include: data sources, data structures, scope of data (cycles, history), technical development options, responsible resources, special data handling, dependencies and timing
Conversion Plan	2.17	<ul style="list-style-type: none"> • Conversion Plan to include overall conversion scope by function / module, schedule including activities and milestones, conversion tools leveraged, participants, roles and responsibilities, conversion data setup, assumptions
Interface Plan	2.18	<ul style="list-style-type: none"> • Interface Plan to include overall interface scope by function / module, schedule including activities and milestones, interface tools

**CCSF PeopleSoft version 9.0 HCM Implementation
Statement of Work**

Deliverable	Deliverable ID	Deliverable Summary
Interface Matrix	2.19	<ul style="list-style-type: none"> leveraged, participants, roles and responsibilities, interface data setup, assumptions All in scope interfaces identified for the applicable phase All in scope interfaces identified by functional area / module
Interface Strategy	2.20	<ul style="list-style-type: none"> Interface Strategy to include: overall integration objectives, overall integration approach, types of interfaces in scope for the project phase (bi-directional, one-way, real-time, near real-time), integration architecture strategy, interface design strategy (including functional and technical templates), integration development strategy, integration testing strategy, integration tools to be leveraged, resources, security, data transfer strategy, encryption strategy, all known interfaces, strategy on temporary versus permanent interfaces
Risk Review- 1	2.21	<ul style="list-style-type: none"> List of proposed updates per CIBER's Center for Project Performance review of the Risk Plan Updated Risk Plan that reflects updates from Risk Review 1
Customization Matrix	2.22	<ul style="list-style-type: none"> All in scope customizations identified for the applicable phase All in scope customizations identified by functional area / module
Customization Strategy	2.23	<ul style="list-style-type: none"> Customization Strategy document includes: overall customization approach, types of customization in scope for the project phase, customization architecture strategy, customization design strategy (including functional and technical templates), customization development strategy, database table creation standards, customization testing plan, customization tools to be leveraged, resources, security, users & user security.
Security Strategy	2.24	<ul style="list-style-type: none"> Security Strategy document to include: Security architecture strategy, roles strategy, authentication strategy, data access and permissions strategy, data privacy guidelines, remote access strategy
Security Plan	2.25	<ul style="list-style-type: none"> Security Plan to include an inventory of all applicable reports for current project phase

**CCSF PeopleSoft version 9.0 HCM Implementation
Statement of Work**

Deliverable	Deliverable ID	Deliverable Summary
		<ul style="list-style-type: none"> Security Plan to include overall scope, security schedule including activities and milestones, security tools leveraged, environment migration approach, participants, roles and responsibilities, security test plan, assumptions
Reporting Matrix	2.26	<ul style="list-style-type: none"> All in scope reports identified for the applicable phase All in scope reports identified by functional area / module
Reports Strategy	2.27	<ul style="list-style-type: none"> Reports Strategy document includes the following high-level detail: overall reports objectives, overall reports approach, types of reports in scope for the project phase (e.g. operational, management, self-service, custom, etc.), reports architecture strategy, reports design strategy (including functional and technical templates), reports development strategy, report testing strategy, delivery methods, report training strategy, reports tools to be leveraged, resources, security, users & user security. Reports Strategy document includes the following report-specific detail: list of known report per functional area / module, main purpose of each known report and priority of each known report.
Reporting Plan	2.28	<ul style="list-style-type: none"> Reports Plan to include an inventory of all applicable reports for current project phase Reports Plan to include overall scope, reports schedule including activities and milestones, reports tools leveraged, participants, roles and responsibilities, reports test plan, assumptions
Testing Strategy	2.34	<ul style="list-style-type: none"> Testing Strategy document includes the following high-level detail: overall Testing objectives, overall Testing approach, Testing scope, Testing data setup strategy

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Deliverable	Deliverable ID	Deliverable Summary
Instance Management Strategy	2.35	Instance strategy document to include: <ul style="list-style-type: none"> • Data migration paths • Refresh Schedules • Patch Application schedules and paths • Signoff responsibilities before items are moved • Identified “gatekeepers” of each environment
Requirements Matrix	2.36	<ul style="list-style-type: none"> • All in scope requirements identified for the applicable phase • All in scope requirements identified by functional area / module
Version Control Strategies	2.37	Version Control Strategy document includes the following high-level detail: how documents will be classified, when/how they will be checked out of SharePoint, how technical objects will be “checked out” so that there is no lost work, and when items will be submitted for environmental move.
Basic Configuration Sessions Plan	2.39	<ul style="list-style-type: none"> • Configuration Sessions Plan to include: objectives, scope, audience, schedule outlining the resources, timeline, activities, meetings, milestones and deliverables necessary
Basic Configuration Sessions	2.40	<ul style="list-style-type: none"> • Agenda for Basic Configuration Sessions • Completed all sessions per the Basic Configuration Sessions Plan • Attendance log of participants included in Basic Configuration Sessions
User Acceptance Testing Plan	2.43	<ul style="list-style-type: none"> • UAT test plan to include all functional and technical objects • UAT test plan to include overall testing scope, testing process, activities and milestones, test tools leveraged, participants, roles and responsibilities, test data setup, entry criteria into UAT, exit criteria from UAT (including overall acceptance and acceptance by function / module), assumptions, number of test cases or passes or cycles, level of detail of the scripts, how test results are being tracked, how tests will be measured, how fixes will implemented and retested, regression test approach, and expected timing of fixes
System Test Plan	2.47	<ul style="list-style-type: none"> • System test plan to include all applicable functional and technical

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): SF Board of Supervisors	City elective office(s) held: Members, SF Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: CIBER, INC.	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
1. <u>Board of Directors:</u>	
<ul style="list-style-type: none"> • Bobby G. Stevenson Chairman CIBER, Inc. • Mac J. Slingerlend President, Chief Executive Office and Secretary CIBER, Inc. • Peter H. Cheesbrough EVP, Chief Financial Officer CIBER, Inc. • Paul Jacobs, Esq. Senior and Founding Partner Jacobs Chase Frick Kleinkopf & Kelley LLC • Archibald J. McGill President (Retired) Rothschild Venture Capital. • Stephen S. Kurtz Co-Managing Member Mankwitz Kurtz Investments, LLC • James C. Spira President and Chief Operating Officer (Retired) American Greetings Corporation • Jim Wetherbe Bobby G. Stevenson Chaired Professor of Information Technology Texas Tech University 	
2. <u>CEO, CFO, COO</u>	
<ul style="list-style-type: none"> • See second and third names above. We don't have a COO. 	
3. <u>Anyone who has 20% or more in CIBER</u>	
<ul style="list-style-type: none"> • Nobody has 20% or more ownership in CIBER 	
4. <u>Subcontractors listed in bid or Contract</u>	
<ul style="list-style-type: none"> • Synergy Business Solutions, Sophie O'Neal, Principal • Ensicient – Shelly K. Collins, President • eVerge Group of Texas, LTD – John Beall, Executive Vice President 	
5. <u>Political committee sponsored or controlled by CIBER</u>	
<ul style="list-style-type: none"> • None 	
Contractor address: 6363 S Fiddler's Green Circle, Suite 1400, Greenwood Village, CO, 80111	
Date that contract was approved: April 14, 2008	Amount of contract: \$13,563,250
Describe the nature of the contract that was approved: Implementation services for PeopleSoft version 9.0 HCM	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form (Mayor, Gavin Newsom)

a board on which the City elective officer(s) serves San Francisco Board of Supervisors

Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer:	Contact telephone number: 0
Address:	E-mail:

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed