Ciber Inc. Response to:

The City of Lee's Summit, Missouri
RFP# 2016-124
Consulting Services - Lawson Upgrade

Due June 3, 2016 - 3:00

This Proposal was Prepared for:

DeeDee Tschirhart
220 S.E. Green Street
Lee's Summit, Mo 64063
Telephone: 816.969.1087
Email: deedeetschirhart@cityofls.net

Presented in Confidence by:

Primary Contact:

Steve Brown, Client Partner

Telephone: 720.454-8429

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Ciber, Inc.
6312 S. Fiddlers Green Circle
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Greenwood Village, CO 80111
www.ciber.com

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A. Title Signature Page

Ciber	Beth Dvoracek
Company Name	**Authorized Person (Print)**
6312 S. Fiddler's Green Cr Suite 600E	*Beth Dvoracek*
Address	**Signature**
Greenwood Village, CO 80111	Vice President, Infor Practice Leader
City/State/Zip	**Title**
303-220-0100	May 27, 2016 38-2046833
bdvoracek@ciber.com	Corporation 38-2046833
E-mail	**Entity Type** **Tax ID**

B. Table of Contents

C. Letter of Transmittal

June 03, 2016

Dee Dee Tschirhart
City of Lee's Summit
220 S.E. Green Street
Lee's Summit, Mo 64063

Ms. Tschirhart:

Ciber is pleased to present this restructured proposal to upgrade the City of Lee's Summit Infor/Lawson platform from V9.0.1 to Version 10. We trust that you will find that the proposal meets or exceeds expectations, and clearly defines Ciber as the best option to perform this important work for the City.

Over the last several months, Ciber has had the opportunity to interact several times with Cathy Loveland, Cynthia Stacks and Steve Marsh. It is clear from those conversations that the City is faced with challenges related to both budget and resources. New projects (refreshed City website, document management implementation and others) have placed a strain on the City's resources. As evidenced by exploration of managed services options, the upgrade will need to be performed with minimal impact on City staff. The City will also be migrating BSI Tax Factory, MHC document management and IBM WebSphere. Ciber has significant experience with each of these applications as nearly 100% of our clients use them in conjunction with Infor. Ciber also has significant experience in migrating process flows and in providing City-required customization services (Smart Office, Design Studio, LBI crystal reports and workflows) that are a part of this project. Additionally, Ciber will be installing Ming.le foundation as part of this project.

The City is searching for a budget planning application. Should you desire, Ciber can assist with selection, implementation, and integration of many third party budgeting systems. Without an opportunity to perform a thorough discovery process, we recommend that the City consider Infor Public Sector d/EPM for the solution. We recommend that the City implement that solution as an addition/change to the current upgrade project. For budgetary purposes we have included an estimated price range for implementing/integrating Public Sector d/EPM. That will need to be refined once the application reaches Generally Available status as announced by Infor, and after an appropriate discovery process. Ciber is currently involved in beta test implementations for this application, and will be among the first service providers certified to implement d/EPM. Should the city select a different budgeting solution, Ciber will provide a proposal for integration of that solution into the Infor Lawson system.

Our proposal and associated pricing are based on our extensive experience with V10 upgrades combined with our understanding of the City's scenario and requirements. That understanding stems from our interaction with the City IT staff, the RFP document, the pre-proposal conference, and answers supplied by the City to questions regarding the project.

Ciber has long led the way with Infor/Lawson implementations and upgrades. Since 1995, our 1,200+ Infor/Lawson clients who have received nearly 3,000,000 hours of consulting services have been the strongest testament to the level of service and commitment provided by the Ciber consulting team. The table below shows our strength and experience regarding V10 upgrades.

Table 1. Completed Engagements Involving Infor/Lawson Upgrades

	Version		
	8.x to 10	**9.0.0 to 10**	**9.0.1 to 10**
# of Upgrades Completed	2	6	33
Platforms	Windows	Windows, Unix	Windows, Unix, iSeries
Databases	SQL Server	SQL Server, DB2, Oracle	SQL Server, DB2, Oracle
Project Durations (Range)	6 - 9 months	4 - 9 months	4 - 9 months
Project Duration (Average)	7 months	6 months	6 months

Why is Ciber the City's best choice as a partner for Lee's Summit Infor Lawson V10 upgrade? How does Ciber manage to consistently deliver the best value in the industry?

The answer to both questions is that Ciber brings important differentiators to this project that enables us to provide you with the deepest expertise, delivered with a focus on quality and consistency.

More upgrade experience than any other Infor partner. Ciber has serviced about 20% of all the Infor Lawson customers world-wide who are live on Version 10. In addition, we have another 50+ V10 upgrades in progress. The sheer volume of these successful engagements has allowed Ciber to fine tune the process, drive cost out of the equation and be prepared for any conceivable scenario that might exist at Lee's Summit. In 2014 and again in 2015, we were selected as the **Infor Alliance Partner of the Year** based on the volume and quality of projects completed (upgrades and implementations). If Lee's Summit wants the upgrade job done right, based on a deep well of experience, you want Ciber to do it.

Capacity and expertise. With more than 200 certified consultants dedicated to our Infor Practice (average Infor/Lawson experience: 12+ years), Ciber has the skilled, experienced personnel to execute the V10 Lawson upgrade project for Lee's Summit.

Ciber's representative regarding this proposal is:

Steve Brown, Client Partner.
sbrown@ciber.com.
720-454-8429

Any resulting contract will be signed by Beth Dvoracek, Vice President, and Ciber's Infor Practice. This proposal is valid until December 3, 2016.

Please feel free to contact me or Steve Brown with any questions regarding our proposal. Thank you for this opportunity to be of service to the city of Lee's Summit.

Sincerely,

Beth A. Dvoracek
Vice President, Infor Practice Leader
469-441-7127
BDvoracek@ciber.com

D. Addenda

The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.

Response

Addendum 1 is signed and included with this RFP response as Attachment A.

E – Provider Profile - RFP Appendix A

APPENDIX A – VENDOR PROFILE QUESTIONNAIRE

Each vendor shall complete the "Appendix A - Vendor Profile Questionnaire" template. If multiple firms or sub-contractors are being proposed, please complete a questionnaire for each firm / sub-contractor company as well.

Response

Question	Answer
Organization name and corporate location	Ciber, Inc. 6312 S. Fiddler's Green Cr. Suite 600E Greenwood Village, CO 80111
Role in proposed project	Execute the V10 upgrade as the implementing consulting firm. No subcontractors anticipated.
What is your organization's primary business?	IT consulting, including implementations and upgrades for multiple ERP systems.
Is your organization a subsidiary to a larger parent company? If so, Whom?	No
Length of time your organization (not parent) has been in business providing this software solution?	In business for 42 years. Implementing and upgrading Infor/Lawson systems for 22 years
Organization Ownership / Legal Form (For Corporation – State of Incorporation)	Incorporated in the State of Delaware
Licensed to do business in the state of Missouri? ***	Yes
Number of employees:	U.S.Worldwide 6,500
Member of INFOR Partner Network?	Yes. Infor Alliance Partner of the year 2014 and 2015
Number of years' experience Firm has with Lawson	22
Number of v.10x upgrades completed	41 completed. 58 in progress.
Experience with MHC Software	Approximately 80% of upgrades completed by Ciber have included MHC
Experience with BSI Tax Factory	Every Lawson payroll client upgraded by Ciber has included BSI.
Experience with Lawson Business Intelligence (LBI)	Every V10 upgrade executed by Ciber has included LBI
Experience with Lawson Budget and Planning and migration to d/EPM	We have extensive experience with LBP. Approximately 20% of the upgrades we have executed involve

Question	Answer
	LBP. As Public Sector d/EPM is not a released product, no consulting firms have migration experience. Ciber is currently involved in beta test scenarios for d/EPM and will be among the first firms trained and certified to implement this application.

G. Experience / References - RFP Appendix B

APPENDIX B - REFERENCES

Please list five (5) references, at least three (3) of which must be from cities where an upgrade from Infor Lawson v9.x to v10.x was completed and most closely reflect similar to the scope of work for the City of Lee's Summit, as described in this RFP. These references should be sites at which the project has been completed within the past 2 years.

*R*eference #1

Project Name & Location	City of High Point, NC
Completion Date (Actual or Estimated)	July, 2015
Project Owners Name & Address	Tom Spencer
Project Owner's Contact Person, Title, Telephone number, and email address	Tom Spencer, ERP Director, (336) 883 3440, tom.spencer@highpointnc.gov
Estimated Cost for Entire Project	100,000 (part of an ongoing managed services contract)
Estimated Cost for Work Which Firm was/is Responsible	90,000
Scope of Entire Project (Please give quantitative indications wherever possible)	Three suite upgrade from 9.x to 10.x
Products (Modules, Software Components) and applicable quantity	S3 Fin; S3 Supply Chain; S3 HCM; Landmark; LMPROC Apps; LMFIN Apps; IPA; LBI
Nature of Firm's / Provider's responsibility in project (Please give quantitative indications wherever possible)	Project management, Technical management
Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:	Ryan Korte

Reference #2

Project Name & Location	Santee Cooper Power Company	
Completion Date (Actual or Estimated)	September 2015	
Project Owners Name & Address	Ed Bodie, P.O. Box 2946101, Moncks Corner, SC 29461-6101	
Project Owner's Contact Person, Title, Telephone number, and email address	Melanie Boidord, Application Director, (843) 761 8000 Ext: 4536, melanie.bodiford@santeecooper.com	
Estimated Cost for Entire Project	$120,000	
Estimated Cost for Work Which Firm was/is Responsible	$120,000	
Scope of Entire Project (Please give quantitative indications wherever possible)	Net new implementation of v10	
Products (Modules, Software Components) and applicable quantity	S3 Fin; S3 Supply Chain; S3 HCM; Landmark; LMPROC Apps; IPA; LBI	
Nature of Firm's / Provider's responsibility in project (Please give quantitative indications wherever possible)	Project management, Technical management	
Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:	Charles Banatar	

ℛeference #3

Project Name & Location	DuPage County, IL
Completion Date (Actual or Estimated)	January 2016
Project Owners Name & Address	Don Carlsen, 421 N County Farm Rd Wheaton, IL 60187
Project Owner's Contact Person, Title, Telephone number, and email address	Don Carlsen, CIO, (630) 407 5005, donald.carlsen@dupageco.org
Estimated Cost for Entire Project	$3,000,000
Estimated Cost for Work Which Firm was/is Responsible	$3,000,000
Scope of Entire Project (Please give quantitative indications wherever possible)	Net new 3 suite implementation
Products (Modules, Software Components) and applicable quantity	S3 Fin; S3 Supply Chain; S3 HCM; Landmark; LMPROC Apps; Talent Management; IPA; LBI
Nature of Firm's / Provider's responsibility in project (Please give quantitative indications wherever possible)	Project, technical, and functional management and consulting
Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:	John Murrin

Reference #4

Project Name & Location	Northern Colorado Water Conservation District
Completion Date (Actual or Estimated)	February 2013
Project Owners Name & Address	Rene Millette, 220 Water Ave Berthoud, CO 80513-9245
Project Owner's Contact Person, Title, Telephone number, and email address	Brian Perkins, Information Technology Manager, (970) 532 7700, bperkins@ncwcd.org
Estimated Cost for Entire Project	$2.0 M
Estimated Cost for Work Which Firm was/is Responsible	$2.0 M
Scope of Entire Project (Please give quantitative indications wherever possible)	First net new implementation of v10
Products (Modules, Software Components) and applicable quantity	S3 Fin; S3 Supply Chain; S3 HCM; Landmark; LMPROC Apps; IPA; LBI
Nature of Firm's / Provider's responsibility in project (Please give quantitative indications wherever possible)	Implementation
Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:	Barry Obsgarten

*R*eference #5

Project Name & Location	Wallace Coulter Foundation
Completion Date (Actual or Estimated)	July 2014
Project Owners Name & Address	Greg Thornton, 790 NW 107th Ave, Suite 215 Miami, FL 33172-3158
Project Owner's Contact Person, Title, Telephone number, and email address	Parmalyn Jacob, Technical Manager, (305) 559 2991
Estimated Cost for Entire Project	$225,000 hosting and managed services
Estimated Cost for Work Which Firm was/is Responsible	$75,000 for the upgrade as part of services contract
Scope of Entire Project (Please give quantitative indications wherever possible)	Hosting and Managed Services
Products (Modules, Software Components) and applicable quantity	S3 Finance
Nature of Firm's / Provider's responsibility in project (Please give quantitative indications wherever possible)	Project and Technical management
Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:	Pat Gaston

H. Resumes of Key Personnel – RFP Appendix C

APPENDIX C – RESUME OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the City project. Copy table and include for each additional key personnel.

Response

Ciber employs approximately 200 individuals in our Infor practice – the largest number in the Infor Partner Network. Our Infor consultants average 12 years of Infor experience and 15 years of industry experience. Utilization of our consulting team is at a very high rate due to the number of new implementation projects and the mandatory Infor/Lawson v10 upgrade for all current Infor customers. Specific individuals are assigned to a project after the receipt of a signed Statement of Work. We anticipate no issues identifying and scheduling the correct resources for the Lee's Summit upgrade project and having them available to meet the stated timeline (Q3 project launch, project go-live by May, 2017). The following individuals are representative of the skill and experience of our resources. Ciber does not use subcontractors – all resources (on-shore and off-shore as well) are employed by Ciber.

Name and Title	**Barry Obsgarten, Project Director**
Project Assignment	Project Director
Years' Experience	With this firm__17___ Other firms_____
Education Degree(s)/Year/Specialization	MBA
Other Experience & Qualifications relevant to the proposed project	Certified Ciber Project Management Lawson Certifications: Environment Administration, IOS/Portal, Server Tech Upgrade, Process Flow, Extensions, v9 to v10 System Administration Differences **Product Knowledge** Lawson Technology Products: V10 upgrade, LSF10 and previous versions to 7.23, Portal, Lawson Applications (7.2x thru 10), Conversions and interfaces, Process Flow, Lawson Security Implementation **Technical and Professional Skills** Operating Systems: Windows, Microsoft IIS, SQL Server, Message Queue, Exchange Server, BizTalk Server, Linux Database Management Systems: SQL Server, Oracle **Hardware:** Windows Servers, IBM R/S 6000, Sun, HP, I Series **Partial List of Project Experience**

Name and Title	**Barry Obsgarten, Project Director**
	Target Corporation City of Waterbury Apache Corporation New York Blood Center Morgan, Lewis & Bockius, LLP WGBH Boston United Federation of Teachers Workers Compensation Board of Manitoba Northern Colorado Water Conservancy
If subcontractor - describe experience working with Lead Firm	Employed by Ciber
Onshore or Offshore	Onshore

Name and Title	**Max Kizziar, Project Manager**
Project Assignment	Project Manager
Years' Experience	With this firm___15___ Other firms_____
Education Degree(s)/Year/Specialization	MBA, concentration in MIS
Other Experience & Qualifications relevant to the proposed project	PMI PMBOK Scrum Alliance Certified Scrum Master (CSM) Lawson Certifications: IOS/Portal, Server Tech Upgrade, Process Flow, Extensions, v9 to v10 System **Product Knowledge** Infor S3 Human Capital Management S3 Financials S3 Lawson Procurement/Supply Chain Infor S3 IDE, 4GL, CASE, database, COBOL **Technical and Professional Skills** Microsoft Office suite, including MS Project Programming: COBOL, SQL, C, PL/1, MS BI stack **Partial List of Project Experience** Schlumberger Oilfield Services Government of Tanzania Los Angeles County Dept. of Health Services Pharmaceutical Product Development

Name and Title	Max Kizziar, Project Manager
	Performance Food Group Butler International GMAC Energy Education Tekelec PHH Mortgage Aramark International JVS Financial Services Union Camp Flowserve Intelligrated Multi-chem Weiler Corporation
If subcontractor - describe experience working with Lead Firm	Employed by Ciber
Onshore or Offshore	Onshore

Name and Title	Jennifer Zody, Technical manager
Project Assignment	Technical Manager
Years' Experience	With this firm___19___ Other firms_____
Education Degree(s)/Year/Specialization	B.S. in Computer Science/Systems Analysis
Other Experience & Qualifications relevant to the proposed project	Lawson Certifications: LSF 10.0 and 9.0.1 installation/migration on both Unix and Windows **Product Knowledge**: Lawson Human Capital Management Suite: Human Resources, Payroll, Personnel Administration, Benefits Administration, Employee Self-Service, Time Accrual, BSI TaxFactory Lawson Financials Suite: Accounts Payable, General Ledger Lawson Procurement Suite: Purchase Order, Requisitions Lawson Technology Products: Design Studio **Technical and Professional Skills** ERP Systems: Lawson Operating Systems: Windows 2003/2008, UNIX

Name and Title	Jennifer Zody, Technical manager
	Database Management Systems: Oracle, Microsoft Access, Informix, SQL Server Languages: COBOL Hardware: HP/UX, AIX, Sun, PC 3rd Party Products: Business Software Inc., WebSphere, MicroFocus NetExpress/Server Express **Partial List of Project Experience** Publisher's Clearing House he Christ Hospital Northern Colorado Water Conservancy District Federal Home Loan Bank of New York Las Vegas Valley Water District Board of Pensions of the Presbyterian Church City of Waterbury Orange County Transportation Authority
If subcontractor - describe experience working with Lead Firm	Employed by Ciber
Onshore or Offshore	Onshore

Name and Title	Rob Flannery, Technical lead
Project Assignment	Technical Lead
Years' Experience	With this firm___5___ Other firms__10___
Education Degree(s)/Year/Specialization	B.S. in Informatics
Other Experience & Qualifications relevant to the proposed project	**Product Knowledge** Infor Lawson Human Capital Management: S3 and Talent Management Infor Lawson Financials Suite Infor Lawson Procurement Suite: S3 and Strategic Sourcing/Counteract Management **Technology Products:** LSF System Administration Lawson ProcessFlow Design Studio Landmark System **Administration**

Name and Title	**Rob Flannery, Technical lead**
	Infor Process Automation Landmark Security Landmark Configuration Console **Technical and Professional Skills** Operating Systems: UNIX, Windows Languages: COBOL, PHP, Perl, Javascript, XML, SQL, HTML, CSS **Partial List of Project Experience** Woodward, Inc. Le Duff America Denver Public Schools Wheaton Franciscan Healthcare Hurley Medical Center City of Columbus Froedtert Health Unity Health
If subcontractor - describe experience working with Lead Firm	Employed by Ciber
Onshore or Offshore	Onshore

Name and Title	**Stephen Daily, Upgrade Specialist**
Project Assignment	Upgrade Specialist
Years' Experience	With this firm__20____ Other firms_____
Education Degree(s)/Year/Specialization	B.S. in Computer Science and Agricultural Communications
Other Experience & Qualifications relevant to the proposed project	**Product Knowledge** Lawson Human Resources Suite: Human Resources, Payroll, Personnel, Administration, Benefits Administration, Employee Self-Service, Time Accrual Lawson Financials Suite: Accounts Payable, General Ledger, Asset Management, Activity Management Lawson Procurement Suite: Purchase Order, Requisitions, Inventory

Name and Title	Stephen Daily, Upgrade Specialist
	Control, Requisitions Self-Service, Matching Lawson Technology Products: Process Flow, Design Studio **Technical and Professional Skills** ERP Systems: Lawson 6.0, 6.1, 7.0, 7.1, 7.2, 8.0, 8.1, 9.0, 10 Operating Systems: UNIX (HP/UX, AIX, Solaris), Windows 95/98/2000/XP/2008 Database Management Systems: Oracle, Informix, DB2, SQL Server Languages: C, C++, Java, COBOL, shell scripting Hardware: UNIX, PC's 3rd Party Products: Websphere, Apache HTTP Server **Partial List of Project Experience** Cone Health Publishers Clearing House America's First Credit Union Dillon Gage UCLA Medical Center CentraCare Health System International Mission Board Mayo Clinic
If subcontractor - describe experience working with Lead Firm	Employed by Ciber
Onshore or Offshore	Onshore

Name and Title	Pradeep Raghava Reddy — Associate Consultant
Project Assignment	Global Upgrade Specialist
Years' Experience	With this firm___3___ Other firms__2___
Education Degree(s)/Year/Specialization	Bachelor of Technology in Computer Science and Engineering

Name and Title	Pradeep Raghava Reddy — Associate Consultant
Other Experience & Qualifications relevant to the proposed project	**Product Knowledge** Applications: Infor Lawson Human Capital Management: S3 Infor Lawson Financials Suite Technology Products: Lawson 4GL programming Infor Process Automation Lawson Process Flow Administrating Process flows in Landmark Core installs in Windows and Unix Application upgrades **Technical and Professional Skills** Operating Systems: UNIX and Windows Languages: Lawson 4GL, Java, SQL and HTML **Partial List of Project Experience** Career Builder Grant Thornton JFK Life Sciences Innovation McKinsey and Company Olathe Medical Center Penn State Hershey Reinhart Food Services Roanoke County The Children's Place The Metropolitan Opera University of Colorado Hospitals West Virginia
If subcontractor - describe experience working with Lead Firm	Employed by Ciber
Onshore or Offshore	Offshore

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Name and Title	**Ganesh Ramachandran — Principal Consultant**
Project Assignment	Global lead
Years' Experience	With this firm___4___ Other firms_14_____
Education Degree(s)/Year/Specialization	Bachelor in Science: Computer Science
Other Experience & Qualifications relevant to the proposed project	CERTIFICATIONS & TRAINING Certified LSFCT 9 installer on UNIX Oracle 8 Administration Attended Project Management Professional training through Knowledge woods **Product Knowledge** LSFCT & applications 8, 9 & 10.x MSCM BSI Tax Factory Design Studio LBI EMSS RQSS **Technical and Professional Skills** C, C++, Java Sybase, MSSQL, Oracle UNIX Shell script, PERL, Visual Basic, PL/SQL, Crystal Reports HTML, JavaScript, ASP, EJB, Servlets, IIS, IBM HTTP iPlanet, WebSphere Application Server, Tivoli Directory Server, ADAM Lawson 8, 9 & 10.x HP UX, Sun Solaris, IBM AIX, Windows **Partial List of Project Experience** Einstein Noah Center for Disability Services Greater Baltimore Medical Center Concordia Plan Services City of Nashua Methodist Medical Center

Name and Title	**Ganesh Ramachandran — Principal Consultant**
	Metro Health
	Brooklyn Public Library
	Sbarro
	Riverside Medical
	Physiocorp Associates
	Pulte Homes
	City of Arlington & Carrollton
	Oaklawn
If subcontractor - describe experience working with Lead Firm	Employed by Ciber
Onshore or Offshore	Offshore

I – Project Approach Narrative – RFP Appendix D

APPENDIX D – PROJECT APPROACH NARRATIVE

Use space below to provide a detailed project narrative per RFP requirements:

This part of the Proposal shall contain a description of how the consultant intends to organize its approach to the project. The consultant shall relate how it perceives its role in carrying out the responsibilities required by this implementation

Response

Based on our extensive successful experience in executing Infor/Lawson V10 upgrades, Ciber expects to take a leadership role in assisting the City in making this important transition.

The following pages describe Ciber's proposed project methodology. The methodology is comprised of six key project phases and 16 key project sub-phases or activities.

Ciber's methodology will provide a work breakdown structure that contains information on every task that must be performed to successfully implement the Lawson V10 upgrade at Lee's Summit. Our methodology is comprised of six distinct stages or phases; (1) Project Planning and Management, (2) Solution Design, (3) Configuration & Development, (4) Testing & Quality Assurance, (5) Project Activation and (6) Ongoing Support.

Figure 1. IMPACT Methodology
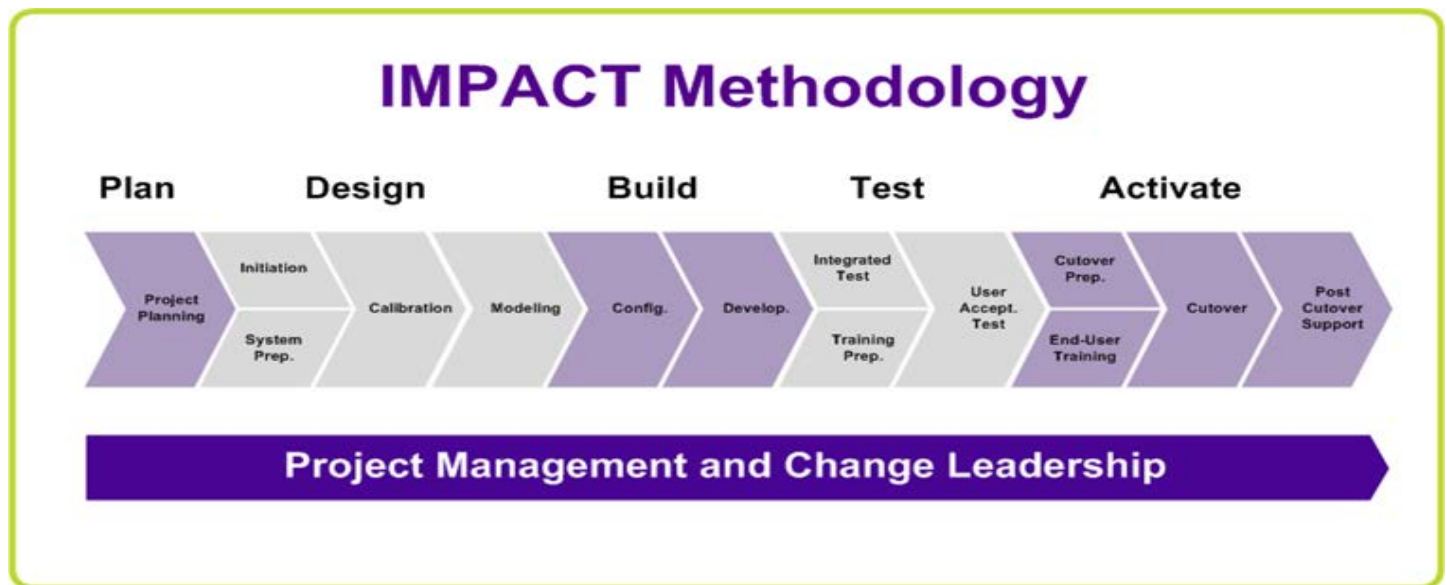
Below is an overview of the phases of our methodology and a sample of a potential timeline for this project.

Project Planning and Management

Ciber will partner with the City and complete the on-premise Infor Lawson Upgrade. The first step of this process is the Project Planning Phase, which is critical to the success of this initiative. A project will end the way it begins – high quality planning solidifies high quality results from the initiative.

This phase involves defining roles and schedules, timelines, technical and functional requirements, known and anticipated risks, etc. At the end of Project Planning, the City and Ciber will agree to a project plan as well as the roles and responsibilities assigned to members of the project team.

We propose this upgrade project to span approximately six months. For the life of the project, we will provide Project Management support to compliment your upgrade team.

Solution Design

The Solution Design phase will be the foundation for the Lawson upgrade. Ciber and the City will identify modifications that need to be addressed, verify Lawson product compatibility and verify server requirements. We will then install the new Lawson environments and technology.

An initial test upgrade will be executed so that your end users and project team can begin exploring the version 10 environment.

Configuration and Development

Ciber has allocated 40 hours to guide the City regarding modifications, customizations, and interfaces to be addressed during Configuration and Development so they are compatible with the version 10 release.

Quality Assurance and Testing

Our plan includes three major testing cycles to occur during Integration, User Acceptance and go-live. We will work with the City to develop the Test Plan, and provide guidance on creating the test scripts. There are critical parallel testing scenarios that will be identified and built into the plan; for example, payroll cycles, month end processes, and employee updates. We must both be confident the system supports your business processes.

Also during this phase, a detailed cutover and contingency plan will be created and executed as part of the testing cycle.

Project Activation / Ongoing Support

Live Cutover will be a positive, confidence-boosting event. The City team members and users will know the system and will be ready for the benefits it provides. The live upgrade will be performed over a weekend and Ciber will guide you through data validation and final testing to verify the system is stable and ready for end users.

Ciber team members will be available to support Lee's Summit during and immediately after live cutover. After this initial period of support, we will be there should you need us, but we are confident your team will have the knowledge and skills necessary to support the system independent of Ciber. Our goal is to transfer ownership of the system to the City throughout the entire project effort. The following tables include key components of each phase of the implementation methodology. Associated with each phase is the planned responsibility of Lee's Summit and Ciber on which this response was based. Also noted are the deliverables that will emerge from each stage. As the implementation partner for the City, Ciber

will also provide guidance to the City on all City-owned activities, but the City is primarily responsible for the completion of these activities.

The Responsibility Matrix on the following pages outlines the Objectives and Responsibilities of both Ciber and Lee Summit during the different parts of the project.

Responsibility Matrix – V10 On-Premise Implementation for the City of Lee's Summit

Project Planning and Management

Project Planning		
Objectives	• Define scope, goals, roles, tasks, and timing • Align project plans and outcomes with project objectives • Address Key Performance Indicators (KPI) and include in the plan	
	Activities	**Deliverables**
Ciber	• Conduct Project Initiation Call • Create project schedule based on agreed upon dates and deliverables • Define major milestones and timelines based on requirements and client availability • Assign required consulting resources to the project • Configure PMRx Project Portal for access by all team members	• Project Initiation • Project Schedule • PMRx Project Portal
Lee's Summit	• Attend required planning sessions, including both project management, functional and technical resources • Provide input for Lee Summit resource and staff availability, including significant conflicts with other initiatives and projects. • Schedule and Conduct formal Project Kick-off meeting • Establish and assign full Project Team and agree on respective roles	• Project Kick-off Meeting

Project Management		
Objectives	• Manage the Project through all phases • Execute the Project Plan and Schedule • Align project results to meet stated business objectives of the client.	
	Activities	**Deliverables**
Ciber	• Monitor and control project scope and progress against milestones • Manage all Ciber Project Team resources • Identify bottlenecks and work to resolve • Attend Status Meetings	• Budget vs. Actual Reports • Status Reports • Decision documents as needed • Risk abatement plans as needed

Project Management		
Objectives	• Manage the Project through all phases • Execute the Project Plan and Schedule • Align project results to meet stated business objectives of the client.	
Lee's Summit	• Monitor and update project schedule • Monitor and control project scope and progress against milestones • Manage all Lee Summit Project Team resources • Identify bottlenecks and work to resolve • Schedule and lead Status meetings • Schedule and lead steering meetings • Manage any 3rd Party relationships and issues	• Project Schedule Updates • Status Meeting Agendas • Status Meeting Minutes • Steering Meeting Agendas, Minutes, and Committee Updates • Issue/Risk Tracking Logs • Lee Summit Team and Overall Project Status Reports

Solution Design

System Preparation and Install Change Management		
Objectives	• Provide a fully operational system • Provide system support throughout the project	
	Activities	**Deliverables**
Ciber	• Provide a pre-install checklist for new hardware and/or software install requirements • Install Lawson software	• Software Installation • Software Installation Documentation
Lee's Summit	• Procure, install and configure hardware including network and desktop hardware. • Provide any Database installs, updates, configuration or support • Install any Lee Summit PC updates required such as browser updates or desktop software. • Setup core project team users with access to the system and configure security	• Installed and Operational Database • Operational System

Business Process and Technical Analysis		
Objectives	• Integrate functional team with consultants • Verify business process list • Conduct Structure Workshops • Begin to gather reporting requirements	
	Activities	**Deliverables**
Ciber	• Determine initial application data load strategies	• No Deliverables
Lee's Summit	• Identify technical development impact of upgrade • Conduct Technical requirements interviews	• Business and Technical Requirements • Current state documentation

Project Team Education		
Objectives	• Conduct knowledge transfer to the Project Team to provide understanding of the potential of the new system • Enable the Project Team to navigate through the enhancements	
	Activities	**Deliverables**

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Project Team Education		
Objectives	• Conduct knowledge transfer to the Project Team to provide understanding of the potential of the new system • Enable the Project Team to navigate through the enhancements	
	Activities	**Deliverables**
Ciber	• Deliver project team education as defined in Ciber scope estimate detail	• Ming.le Differences
Lee's Summit	• Attend functional Project Team Education prior to System Modeling and Design activities • Attend security and admin Project Team training prior to System Modeling and Design activities • Review version differences documentation from Lawson Software	• Project Team Education Classes

System Modeling and Design and Conference Room Pilot (CRP)		
Objectives	• Establish new settings and processes and document decisions reached for future-state use • Provide documentation of relevant processes • Identify all interfaces, conversions and enhancements required	
	Activities	**Deliverables**
Ciber	• Execute the Initial Application Upgrade • Execute the Initial Environment data upgrade and migration • Document the upgrade configuration	• Upgraded Application Data • Migrated Environment Data • Upgrade Configuration Documentation
Lee's Summit	• Review the initial upgrade and new version of the software • Initiate script development for Testing Phase	• No Deliverables

Configuration and Development

System Configuration, Setup and Support		
Objectives	• Finalize Security Design • Establish application and environment readiness for development, testing, and activation	
	Activities	**Deliverables**
Ciber	• No Activities	• No Deliverables
Lee's Summit	• Validate hardware • Complete security configuration • Manual data setup of user accounts, environment configuration parameters as well as any application data not being converted using developed programs or Add-Ins • Configure Ming.le bookmarks, settings and personalization	• Fully configured application • Fully configured security

Technical Development		
Objectives	• Provide technical solutions for interfaces, conversions, automations, reports, and other technical enhancements	
	Activities	**Deliverables**
Ciber	*For all development items within Ciber's scope per cost estimate detail.* • Create Designs required for technical development • Develop and Unit test ProcessFlows, Interfaces, Design Studio, other enhancements, and reports	*For all development items within Ciber's scope per estimate detail.* • Designs for Technical Development • Unit Tested Custom Development

Technical Development		
Objectives	• Provide technical solutions for interfaces, conversions, automations, reports, and other technical enhancements	
	Activities	**Deliverables**
Lee's Summit	*For all development items not included within Ciber scope per estimate detail.* • Create Designs required for technical development • Develop and Unit test ProcessFlows, Interfaces, Design Studio, other enhancements, and reports	*For all development items not within Ciber scope per estimate detail.* • Designs for Technical Development • Unit Tested Custom Development

End-User Documentation		
Objectives	• Create documentation of processes at end-user level • Establish materials for end-user training	
	Activities	**Deliverables**
Ciber	• No Activities	• No Deliverables
Lee's Summit	• Create training materials based on system design and configuration documentation • Document all non-Lawson processes, policies, and procedures as required. • Create final end-user training plan	• End User Process Documentation • Courseware for each class • End-user Training Plan

Testing and Quality Assurance

Integrated Test		
Objectives	• Validate system modules function together as designed • Check data integrity under known situations	
	Activities	**Deliverables**
Ciber	• Perform integrated test application data load • Participate in application testing cycles • Resolve Ciber assigned issues	• Test Application Data Load • Draft Cutover Plan
Lee's Summit	• Test and verify application data load • Prepare system for integrated test • Test and verify security setup • Create test scripts • Execute Integrated Test scripts • Resolve Lee Summit assigned issues • Document issues and resolutions	• Configured application, environment and security • Application Test Plan • Security Test Plan • Test scripts • Executed test scripts • Issue Log with resolutions

User Acceptance Test		
Objectives	• Validate system functionality meets documented end-user requirements	
	Activities	**Deliverables**
Ciber	• Perform user acceptance test application data load • Participate in application testing cycles • Resolve Ciber assigned issues	• Test Application Data Load • Draft Cutover Plan

User Acceptance Test		
Objectives	• Validate system functionality meets documented end-user requirements	
	Activities	**Deliverables**
Lee's Summit	• Test and verify application data load • Prepare system for user acceptance test • Test and verify security setup • Create and execute User Acceptance Test scripts • Resolve Lee Summit assigned issues • Document issues and resolutions	• Configured application, environment and security • Application Test Plan • Security Test Plan • Test scripts • Executed test scripts • Issue Log with resolutions

Detailed Cutover Planning		
Objectives	• Document and plan the transition to new system • Anticipate and minimize risks	
	Activities	**Deliverables**
Ciber	• Identify Cutover Plan and Schedule • Identify contingency plans • Document cutover and contingency plans. • Perform Readiness Assessment	• Cutover and Contingency Plan • Readiness Assessment
Lee's Summit	• Participate in Cutover, Contingency and Readiness Assessment meetings • Review and approve Readiness Assessment and Cutover and Contingency Plan	• Cutover and Contingency Plan Approval • Readiness Assessment Approval

Project Activation

End-User Training		
Objectives	• Educate end-users how to use and can benefit from the system • Educate administrators in system maintenance	
	Activities	**Deliverables**
Ciber	• No Responsibilities	• No Deliverables
Lee's Summit	• Provide training for all users and administrators	• End User Training

Live Production Cutover		
Objectives	• Bring the system into operation	
	Activities	**Deliverables**
Ciber	• Perform production application data load • Provide consulting support	• Production Application Data Load
Lee's Summit	• Perform final verification of proper application, security and environment setup according to cutover plan • Perform data validation • Utilize live system	• Verified application, security and environment setup • Validated data • Integrated system with daily business functions operational

Post Cutover Support		
Objectives	• Resolve critical system issues quickly with minimal business interruption	
	Activities	**Deliverables**

Post Cutover Support		
Objectives	• Resolve critical system issues quickly with minimal business interruption	
	Activities	**Deliverables**
Ciber	• Provide functional application and environment support for up to one month beyond the live date or through the first month end close. Lee Summit/Ciber to jointly determine when and how to utilize the hours allocated in this estimate within this timeframe. • Resolution of all Ciber assigned issues occurring within the warranty period agreed to in the contract	• Post cutover support
Lee's Summit	• Acts as primary contact for internal support requests and issues • Coordinate with Lawson Software for support as provided for in the Lee Summit / Lawson Software maintenance contract	• Internal support

General Maintenance and Ongoing Support

General Maintenance and Ongoing Support		
Objectives	• Support issues and respond to questions during key business hours • Support identified power users, administrators, analysts, and programmers • Assist with regular system maintenance • Support enhancements, custom code, and interfaces	
	Activities	**Deliverables**
Ciber	• No Responsibilities	• No Deliverables
Lee's Summit	• Respond to requests for system support in a timely manner • Identify and correct and difficulties with system usage • Support patch application • Support Lawson Database, System, Security, and Environment • Provide problem tracking and escalation • Regular Preventative Maintenance	• Support call tracking and status report

The consultant shall relate opportunities it foresees for this project.

Response

The V10 upgrade presents a number of opportunities for the City to make improvements. The new Ming.le interface acts as a comprehensive platform for social collaboration, business process improvement, and contextual analytics The City will have the most innovative social collaboration technologies translated into a business environment and fully integrated across business processes.

The timing of the upgrade is such that, should the city wish to do so, it is a perfect opportunity to consider a transition to a Managed Services scenario. Many Cities have realized the benefits of improved support, faster issue response times, reduced impact on staff and predictable budgets by having Ciber manage the day to day care and feeding of the Lawson Platform.

The consultant shall also provide examples of challenges encountered on similar engagements and discuss their approach in handling some of the specific challenges.

Response

Ciber is fortunate to have executed a significant number of upgrades for Infor/Lawson clients for 20+ years. More recently, we have performed more V10 upgrades than any other Infor/Lawson partner, by a wide margin. This experience, combined with our proven project management methodology, provides an extremely high probability of success for this project at Lee's Summit.. While it is difficult to envision a scenario that we have not encountered and successfully managed, the IMPACT methodology, project plan and SOW all make specific provisions for careful planning, frequent updates and issue resolution.

As is the case in any project, there are certain risks and challenges to manage and mitigate. The following chart details those items as they apply to this project for Lee's Summit.

Risk Event	Potential Impact	Mitigation Strategy
New Landmark Technology	Differences can impact the ability to resolve issues and can extend the duration of technical development.	Ciber's Landmark IPA workshops for admins and developers to prepare the Lee's Summit IT staff for this transition.
Application Functionality	Product knowledge is critical to prepare the Lee's Summit team for system test. Lack of trained resources will impact the quality of the system testing.	Identify areas of weakness in product knowledge that currently exist, and areas where Lee's Summit would like to take further advantage of existing Lawson functionality. **Ciber is certified to deliver any application training needed at Lee's Summit, and it is delivered by the project team consultants.**
Issue management	Inefficient handling of issues can impact the project quality, budget, and duration.	Ciber utilizes a centralized PMRx SharePoint site that allows us to create a central collaboration point for project issues and deliverables. **Lee's Summit will be provided full user access to this secured, hosted site at no additional cost.** The project team's communication plan will be revisited frequently to ensure the team is communicating effectively.
Lee's Summit SME user availability and competing projects	If key resources are not available to execute system tests and resolve issues, the duration of the project and the quality of the test will be impacted. Competing Lee's Summit initiatives will also impact the duration of the project.	SME involvement in project planning will allow the team to create a project schedule that the team can commit too. Accounting for additional responsibilities and utilizing Ciber's experience with similar projects will allow the team to create a schedule that works for everyone.
Ming.le User Interface Change	Some Ciber customers have difficulty adjusting from Portal	Ciber offers a Ming.le Overview workshop which is delivered remotely. Lee's Summit

Risk Event	Potential Impact	Mitigation Strategy
	to Ming.le. This can impact the quality and timeline of the project.	can take advantage of this and record the session to help with the transition to Infor Ming.le.
Project Scope expansion	If the project scope is not clearly understood and communicated to the project team, the project budget and timeline can be impacted.	Ciber works during the project planning session to make sure project leadership understands the project scope, and that it is communicated effectively to team members.
Executive sponsorship	Project quality, scope, budget, and timeline.	The lack of involved executive sponsors from Ciber's customer can impact the project in many ways. Ciber works to partner with our customer to make sure this important part of the communication plan is in place.

- Detailed listing of all items in scope and all items out of scope

Response

The tables on the following pages are considered in-scope for this project:

Application Upgrade	
Task	**Notes**
DESIGN	
Technical Analysis	
Application Upgrade Strategy	None. Standard upgrade process will be used.
Custom Development Upgrade Analysis	Client responsible reviewing impact of application upgrade on all custom development, including interfaces, reports, flows, etc.
Project Team Training	None
Business Process Design & Modeling	
Upgrade Setup and Oversight	Create Source productline, install and update upgrade software, review overall process with client.
Initial Upgraded Application Data	Execute initial upgrade of application and environment data through completion for review prior to testing. Establishes data upgrade timing baseline as well as identification of data integrity issues to be resolved. Also provides data for modification and other technical migrations.
BUILD	
	None. Standard upgrade process will be used.
Modification Migration	*see Technical Development Detail below*
TEST	
Integrated Test	
Integrated Test Upgrade Execution	Re-execute application and environment upgrade for testing cycle
Integrated Test Issue Resolution	Ciber will provide remote issue resolution support. Client to execute all testing.
User Acceptance Test	
User Test Upgrade Execution	Re-execute application and environment upgrade for testing cycle
User Test Issue Resolution	Ciber will provide remote issue resolution support. Client to execute all testing.
Detailed Cutover Planning	Input into overall cutover and contingency plan
ACTIVATE	
Live Production Cutover	Support for upgrade exection, cutover and reconciliation
Live Production Cutover - Remote	Remote support for upgrade exection, cutover and reconciliation
Post Cutover Support	Post cutover support

Technical Development	
Interfaces/Integrations	Ciber to retrofit interfaces and integrations
Modifications/Custom Dev/Custom Config	Ciber to retrofit customizations and modifications
Process Flows	Ciber to retrofit process flows
Smart Office Customizations	Ciber to retrofit Smart Office Customizations
LBI	Ciber to migrate LBI reports/dashboards
Files	Ciber to retrofit files

Installations	
Item	Environments
Windows LSF10	2
Ming.le	2
LBI	2
Smart Office	2
BSI	2
Core Landmark Installation with Federation	2
Procurement Punchout	2
Infor Process Automation	2
Enterprise Search	2
EDI Installations	2

All other activities not specified in this response are considered out of scope. Once selected as vendor of choice, Ciber and Lee's Summit will execute a Statement of Work.

- Detailed listing of Deliverables

Response

Deliverables are defined and noted by project stage in the **Responsibilities Matrix beginning on page 26 above.**

- Detailed listing of Project Assumptions

Response

Ciber assumes that Lee's Summit will have completed all pre-requisites that are needed for the upgrade to be successful. We assume that Lee's Summit will install the operating system and all databases. We also assume that Lee's Summit project team members will be available per the collaboratively developed project plan.

- Project Staffing and Organization including Roles and responsibilities of consultant and City

Response

We have provided an organization chart below, and the roles and responsibilities for Lee's Summit and Ciber are defined and noted by project stage in the **Responsibilities Matrix beginning on page 26**.
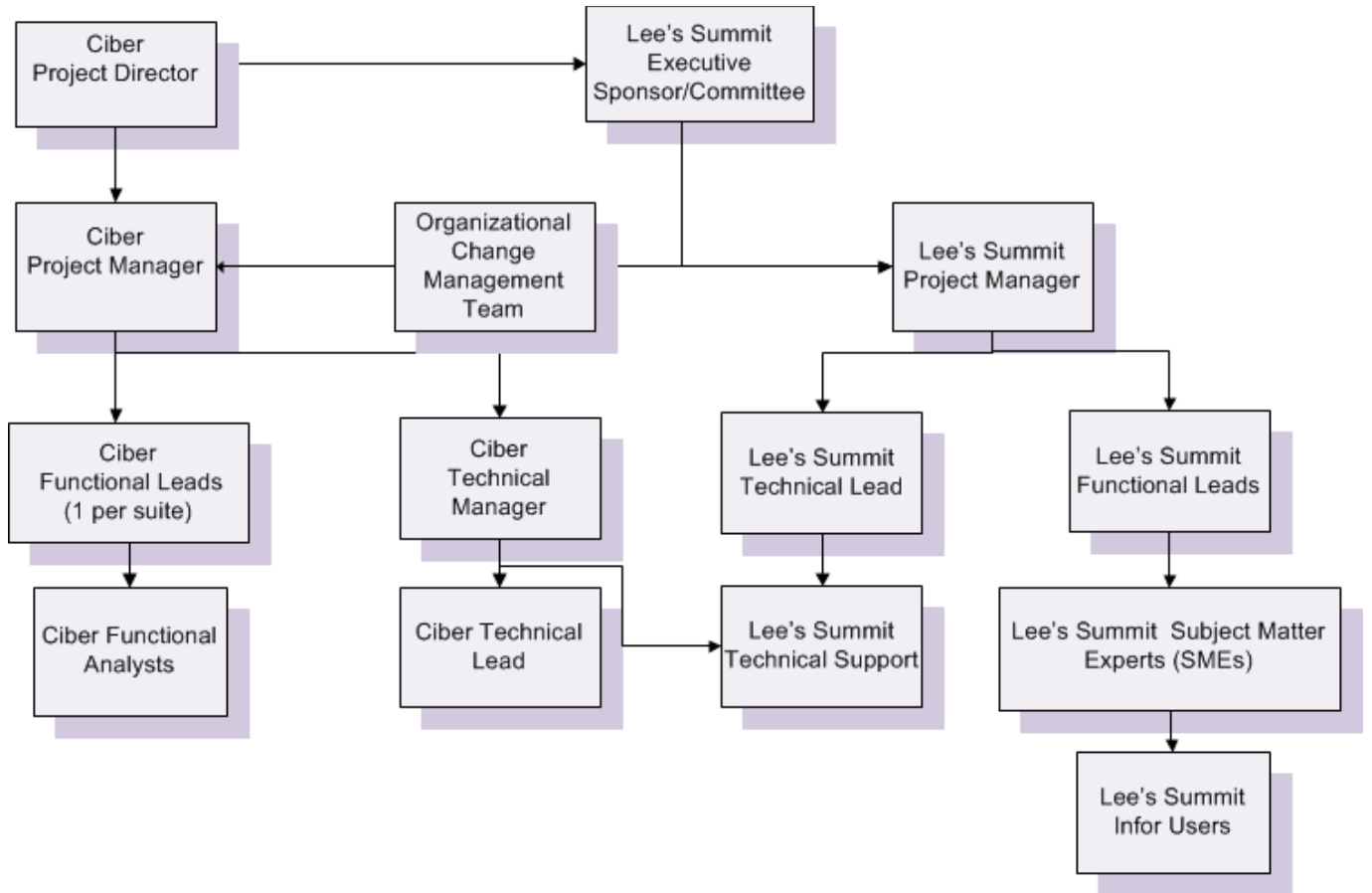
Figure 2 - Lee Summit Project Team

- Project schedule - The consultant is requested to provide details of its methodology and implementation strategy along with a schedule for the performance of the tasks identified in Part I, Scope of Services, of this RFP

Response

Project and Implementation strategy are addressed in this proposal **starting on page 24**. The initial **project timeline is included as Attachment B**. This timeline will be updated as a part of the collaborative work to be done during the project planning phase.

- Training plan approach - The consultant is requested to provide details how staff will be trained. Staff will entail system administrators, power users / subject matter experts and end users. Please state whether the training is performed live, via web conference, video conference or audio conference. Please state what training materials are provided (Infor created, custom created, video recording of training, custom created training manuals specific to the installation performed, etc.).

Response

Ciber includes knowledge transfer within each step of our methodology. Whether during the installation, as we're assisting with data conversions, throughout user acceptance testing, or while the City is going through integrated testing and go-live, Ciber's team will be side by side with the City's team to provide the necessary knowledge transfer so the City can support the v10 solution going forward. As this is primarily a technology upgrade, the applications are largely unaffected by this upgrade. As a result, end-user training and changes to your existing training materials will be minimal. One important exception to this structure involves Ming.le. Ciber will deliver remote-access training for up to eight Lee's Summit team members to familiarize them with this new user interface.

- Project Documentation - The consultant is requested to provide details on project documentation provided to clients. Please discuss what is included, what information is documented and how (screen shots, step by step implementation instructions, etc.). A relevant sample of a portion of that documentation is highly recommended.

Response

Project documentation is identified in the **Project Communication section beginning on page 41**. A sample project status report is also included on the following pages.

Sample Ciber Project Status Report

CLIENT CONFIDENTIAL
Upgrade & GL Restructure Project
Project Status Report

ciber®
Client focused. *Results driven.*

PROJECT STATUS REPORT
Delivered on 8/27/2015

Previous Week's Accomplishments:

- **Upgrade**
  - Doreen completed the migration of 51 ProcessFlows to IPA. It is likely that additional configuration changes will need to be made to the ProcessFlows in v10 during unit testing/integrated test due to changes in Infor Process Automation. Doreen supplied instructions to Hayam regarding next steps.
  - All print directories have been migrated to the v10 system.
  - Ciber and Infor came to an agreement on the process to load batch users (**Issue #3 - User Load**), and Doreen submitted an IXS request to complete this task.

- **GL Restructure**
  - Neal delivered the next steps for the GL restructure to Mike. This included a significant increase in project scope that would impact the project schedule and budget. Mike has set up a meeting to discuss this with Neal and Ciber Finance SMEs and determine what options we have before presenting the plan.

- **Security**
  - Brad Foltz working on security load/configuration with Israel Denis.

- **Project Management**
  - Mike worked with Israel to clarify work performed on the security design task.
  - Mike updated the project budget report to include line-item detail for Hayam.

Goals for This Week:

- **Upgrade**
  - Doreen will complete the identity migration for lsenv after Infor has added users to their domain (**Issue #3: User load**).

- **GL Restructure**
  - Neal will continue the design process.
  - The team will update the project schedule to provide more task detail for this project.

- **Security**
  - Complete security matrix load, including standard E/MSS security roles.

- **Project Management**
  - Project management deliverables as expected.

Key Decisions Made:

- Nothing this week.

Ciber, Inc.
Document Owner: Ciber Project Manager

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Client Confidential
Date: xxx

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06/03/2016

CLIENT CONFIDENTIAL
Upgrade & GL Restructure Project
Project Status Report

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Active Issues:

#	Issue	Description	Severity	Assigned To	Notes
3	User load	Process to load users and migrate environment data has been delayed.	1-High	Doreen Raia, Wayne Seibelt	8/26: Ciber and Infor agreed to method for creation of batch users, and Doreen submitted a ticket to complete this task.
5	ADFS?	Is ASG planning on using ADFS?	1-High	Hayam Rostom	This question needs to be answered before other issues can be resolved. If the answer is "yes", Wayne needs to be notified so work can be planned. 8/24: Wayne provided necessary info to Hayam for review
1	GL Restructure Plan	Need to solidfy a detailed task list for GL restructure. Current plan is very high level.	2-Med	Neal Kirkland	8/24: Neal delivered plan, which is being reviewed by Ciber resources. The team needs to determine if projected scope impact can be avoided.
2	Beginning Balances	Obtaining beginning balances for 1,765 accounts is a challenge.	2-Med	Tatiana Lawson	Is assistance needed for this task? Will this impact the project schedule?
4	Database access	Hayam seeking clarification on database access in the new system. How is DBA access requested.	3-Low	Hayam Rostom	Infor needs more details on this request (what tables, read/write access, etc). Wayne provided Infor policies and procedures on data access. Hayam to review and enter a request. Answer to ADFS question (Issue 5) needed first.

Comments/Concerns:

- The team has not yet committed resources for cutover dates.
- The GL restructure task list currently appears that it will impact the project schedule. Neal is meeting Thursday evening with the Ciber team to discuss this.

Consultant Schedule (Tentative):

Team Member	Week of 8/24	Week of 8/31	Week of 9/7 (Labor Day)	Week of 9/14 (Labor Day)
Denis, Israel	Upload Security	Security Config		
Foltz, Bradley	Upload Security			
LaCosse, Mike	PM	PM	PM	PM
Le, Thanh				
Raia, Doreen	Env Migration			
Kirkland, Neal	Requirements, onsite TBD	Design, onsite TBD	Design, CRP Prep, onsite TBD	CRP- TBD

- Planned onsite time is tentative
- Integrated Test Upgrade currently scheduled for week of 10/12

Ciber, Inc.
Document Owner: Ciber Project Manager

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06/03/2016

- Project Change Control plan

Response

Project changes are expected to be minimal or non-existent (with the exception of d/EPM). This is accomplished through thorough, careful, collaborative project planning at the beginning of the project. However, in the event that changes to the project are required, Ciber will utilize the following process, excerpted from our standard Statement of Work.

Change Request Process

1. Either party may notify the other of requested changes by completing a "**Change Order**" ("**CO**") form which provides justification for the change and the proposed impact to the scope, schedule, and cost.

2. If Lee's Summit has initiated the CO, Ciber will respond to the CO with the impact to the scope, schedule and cost, also referred to as a CO in this process.

3. The Lee's Summit approver will approve or reject the requested Change Order within three (3) business days from the receipt of the CO form.

4. If the Lee's Summit approver does not approve or reject the requested Change Order within three (3) business days from the receipt of the CO form and does not communicate a reasonable timeframe in which a decision will be made, the requested Change Order will be considered deferred:

   a. The CO status will be logged, tracked and managed as a 'deferred' request.

   b. Services will progress without incorporating the requested change into the work plan.

   c. Where an approval or rejection decision is necessary for the Services under this SOW to progress, Ciber and Lee's Summit will use the Issues Management process above.

5. For COs outside the stated project scope, Lee's Summit will authorize budget allowance and payment, on a time and materials basis, for Ciber to perform the initial analysis of a requested change.

6. Ciber shall coordinate any changes in hardware, network, software, configuration, or Services with Lee's Summit. Lee's Summit may defer the change based on impact to business operations.

7. Ciber and Lee's Summit shall work in good faith to resolve disputes regarding the In-Scope or Out-of-Scope classification of work, using the Issues Management process above.

Change Order Approvals

The following persons are responsible for obtaining signature approval of Change Orders for the engagement:

Lee's Summit Name: _____   **Ciber Name:** Brian Beckman_____

Lee's Summit Role: _____   **Ciber Role:** Sr. Director, Delivery_____

- Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere

Response

While each project has its own personality and characteristics, the V10 Upgrade has been performed many times over a wide spectrum of clients, including public sector entities. As such, the project characteristics from client to client are far more similar than they are different. The **chart on page 34** identifies potential project issues for Lee's Summit and strategies to mitigate. Beyond that, the implementation of Public Sector d/EPM is a unique feature for Lee's Summit. Given that the application has not yet reached Generally Available status, this project will likely experience some level of change once Ciber has been fully certified to execute the implementation.

- Proposed communication process

Response

Project Communication Overview

Ciber understands that the key to an on-time, on-budget project is a well-designed and expertly executed communication strategy. Lee's Summit will have access to a customized Project Management site in order to facilitate and manage project communication.

The PMRx Project Site is Ciber's web-based project control and project repository workspace. It is designed to facilitate effective communication among Ciber project team members, Lee's Summit project team members and other stakeholders and promote information sharing among all project stakeholders. PMRx project sites are structured to support Ciber's project management and delivery methodologies. A site will be tailored for the Lee's Summit V10 upgrade project to accommodate the particular needs of the engagement, the project team, and the project's work products. Best practices, tools, and templates are all linked to the PMRx project site for easy access. Facilities such as document repositories, project logs, and discussion boards enable the project site to be a complete representation of all of the project's work efforts.

PMRx Features

Automated Email Notification

Each list, library, and log has a fully automated email notification capability that alerts team members as project information is published or altered. This reduces the burden of manually having to notify other team members that changes in the project have occurred.

Threaded Discussions

PMRx improves communication between team members and helps eliminate communication gaps that exist within teams and in correspondence with external suppliers (i.e. MHC and BSI). The project site provides the facility to hold threaded discussions. Team members can post their topics and queries for other project members to respond to. This feature is especially useful when distributed delivery teams are supporting an engagement. Threaded discussions associated with specific project issues can occur

across multiple time zones making available to every interested party all the relevant thoughts on an issue without sending dozens of emails around the world.

Document Sharing

The project site is specifically designed to provide a simple means to upload files and documents related to a project. The Document Library presents all the project-related files and documents that team members have posted and maintains them in an easily accessible and searchable repository. The Document Libraries on a PMRx site maintain version history of each document that is uploaded or created.

Control Logs

Project risk, issues, changes and other control logs are a standard subset of each PMRx project site. In accordance with best practices of project management, the logs are designed to be used to monitor and control these elements of a project and provide insight into how each risk, issue, or change request is being addressed.

Information Views

PMRx provides the ability for team members to customize views of the information contained in the project site. Initial standard views are established at the time a project site is created. New and customized views can be developed to meet the particular needs of the project.

Benefits of PMRx

Enhanced Communication

PMRx is a digital workplace that improves communication between team members. Instead of using only email as a means of communication, people located across the globe as well as down the hall can interact directly. Threaded discussions and document-sharing allow team members to collaborate effectively and create better products more efficiently.

Improved Oversight

Since the PMRx application is web-based it allows access and control of project activities and information from anywhere, anytime, making it easy to oversee teams and their work efforts that may be distributed around the world.

Cost Effectiveness

As projects become more global, project team members are located in different areas of the world and business travel costs are considerable. PMRx will not eliminate the need for in-person team member interaction but it can increase the cycle time between these meetings and thus reduce overall project travel costs. And PMRx is provided by Ciber for our Lee's Summit engagements as part of our standard tool set – at no additional cost.

A PMRx Project Site

A PMRx project site (including its libraries, lists, and logs) is established and tailored for the specific needs of the engagement, Lee's Summit, and the project team. The following graphics provide a view of some of the elements of a Ciber PMRx project site.

The following graphics also show the PMRx Project Site Home page. Note the customization that will include the Lee's Summit logo and Lee's Summit-specific Dashboard metrics. Also note the easy access links to the Ciber Methodologies on the right side of the page. The Quick Launch at the far left side of the page enables direct access to the majority of Document Libraries, Lists/Logs and Discussion groups. Below the Dashboard, the Project Watchboard provides a list of views of various libraries and lists.

The views are designed to provide quick insight into various aspects of the project, such as current status, severe issues yet to be addressed, past due activities, etc. Like virtually all lists, the Project Watchboard can be tailored to meet specific project requirements. On the rightmost side is a list entitled Team Links. It has pre-defined links that will be useful to Ciber staff.

The project team may add more links to other relevant sites. Below the Project Watchboard is a list entitled Other Project Libraries. This list is used to record non-PMRx site locations for other artifacts associated with the project. One list item points to the physical location where paper documents are stored and the other points to the Lee's Summit source code control and configuration management libraries. At the bottom of the page is the Communication Calendar. This calendar is used by all team members to communicate activities associated with specific dates, e.g., status meetings, milestones, travel plans, time off, Lee's Summit presentations, etc.

Figure 3 below provides a Site Home Page view of some of the elements of a Ciber PMRx^{TM} project site, and Figure 4 shows the PMRx Libraries.

Figure 3. The PMRx Project Site Home Page

Figure 4. PMRx Libraries

Document libraries are established to capture and control project files and documents. The libraries, (Project Management Library, Solution Set Library, Supporting Documents Library, and Ciber Library Restricted Access), are used in conjunction with the project's formal configuration management environment to control all project work products. The graphic above shows the Project Management Library. The left side of the page shows two key features of PMRx, the use of multiple views and the email alert feature. Multiple views of this library are listed on the left side of the page under the heading *Select a View*. In this example the *Process Area Ordered* view is shown. This view organizes all the documents in the library by process areas aligned to the Ciber Project Management Methodology, e.g., Initiation, Scope and Commitment, Communications, Risk, etc. Notice there is another view, *Current Status*, that will show only the most current Status Report, while the view *Doc Type Ordered* organizes all documents by type, e.g., Project Plan, Change Request, Lee's Summit Approval, Presentation, etc. Each document library has multiple views defined and additional views may be defined to meet the specific needs of a project team. Please see Exhibit C for examples of project documentation.

Appendix D – Signature

Ciber	Beth Dvoracek
Company Name	**Authorized Person (Print)**
6312 S. Fiddler's Green Cr Suite 600E	*Beth Dvoracek*
Address	**Signature**
Greenwood Village, CO 80111	Vice President, Infor Practice Leader
City/State/Zip	**Title**
303-220-0100	May 27, 2016 38-2046833
bdvoracek@ciber.com	Corporation
E-mail	**Entity Type**

J – Cost Details – RFP Appendix E

Included in Appendix E of this RFP are descriptions of the 5 pricing templates that must be used to provide the cost of the solution. Failure to use the provided pricing templates may characterize the response as non-responsive and preclude the vendor from further consideration in this procurement. Please price the solution as accurately as possible as it may become the basis for the solution price. Please provide the level of detail as defined in the pricing templates. Clarification will be sought for incomplete responses.

Response

We have completed the RFP Appendix E Cost Details spreadsheets and included them as part of our electronic submission package, in their native Excel format.

K – Total Cost– RFP Appendix F

Summarize the total cost of the project

Response

APPENDIX F - TOTAL COST

Overall total project cost to include all related cost associated with the proposed project or scope of services, to include but not limited to: Personnel, total hours and service related expenses.

TOTAL COST $___141,460_____
Numeric

One hundred forty one thousand, four hundred and sixty dollars
Use words, Dollars/Cents
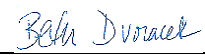
Ciber, Inc	Beth Dvoracek
Company Name	**Authorized Person (Print)**
6312 S. Fiddler's Green Cr suite 600E	*Beth Dvoracek*
Address	**Signature**
Greenwood Village, CO 80111	VP, Infor Practice Leader
City/State/Zip	**Title**
303-220-0100	May 27, 2016
Telephone # **Fax #**	**Date**
38-2046833	Corporation
Tax ID No.	**Entity Type:**

L – Affidavit, Work Authorization Form

Must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over $5,000)

Response

We have included our signed and notarized Affidavit, Work Authorization Form on the following page.

LS LEE'S SUMMIT
MISSOURI

RFP # 2016-111

9. **COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:** This section is optional; it will not affect proposal award. If the City of Lee's Summit awarded you the proposed agreement, would you sell under the terms of this Agreement to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or the Mid America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Agreement).

YES _____   NO _____   INITIALS: _____

Sales will be made in accordance with the terms and conditions of the Request for Proposal and any subsequent term agreement. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the agreement unless they are specifically named in the Request for Proposal as a joint participant. The principal contracting officer (PCO) is responsible to handle the solicitation and award the agreement. The PCO has sole authority to modify the agreement and handle disputes regarding the substance of the agreement. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

10. **COMPLIANCE:** The following items shall be provided by the successful proposer to the City prior to the issuance of an agreement: Certificate of Insurance (naming the City of Lee's Summit as additionally insured for General Liability only), Work Authorization Affidavit, and E-Verify Signature page.

11. **WORK AUTHORIZATION AFFIDAVIT:** Any agreement in excess of five thousand dollars ($5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall, 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding). Letter from Proposers reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verity, http://www.dhs.gov/everify that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the agreement, debarment from City and State work for a period of three years or permanently, and withholding 25% of the total amount due to the Proposer. All submittals **should** include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program.

CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS IN EXCESS OF $5,000.00)
Effective 1/1/2009

County of Collin   )
) ss.
State of Texas   )

My name is Beth Dvoracek I am an authorized agent of Ciber ("Proposer"). Proposer is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Proposer does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Proposer shall not knowingly employ or agreement with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into an agreement with a sub-consultant that knowingly employs or contracts with an illegal alien.

Beth Dvoracek   *Beth Dvoracek*
_____   _____
Affiant   Printed Name

Subscribed and sworn to before me this **19** day of **May**, 20**16**.
Ronda McCullough
_____
Notary Public

SEAL
RONDA R. MCCULLOUGH
Notary Public, State of Texas
My Commission Expires
October 06, 2019

Revised by BC-10-26-15. Approved by Legal (JHM) 12/3/15

P a g e | 15
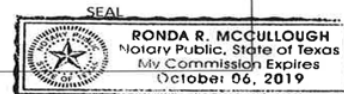
M – E-Verify Program's Memorandum of Understanding Electronic Signature Page

All submittals **should** include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program. Must be submitted prior to the issuance of a contract-if applicable (over $5,000)

Response

Ciber has been part of the E-Verify program since its inception. We have included our E-Verify Certification Signature page on the following page.

Company ID Number: 136709

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer   CIBER Corporate

McElhiney Jan
_____   _____
Name (Please type or print)   Title

Electronically Signed   **07/15/2008**
_____   _____
Signature   Date

Department of Homeland Security – Verification Division

Company ID Number: 136709

USCIS Verification Division
_____   _____
Name (Please type or print)   Title

Electronically Signed   **07/15/2008**
_____   _____
Signature   Date

Attachments

We have provided the following attachments as part of our proposal response.

Attachment A: Addendum 1 to the RFP

Attachment B: Sample Project Timeline

Attachment C: Contract Language Considerations - Exceptions

Attachment D: Ciber Master Service Agreement

ATTACHMENT A
RFP ADDENDUM 1

LS LEE'S SUMMIT
M I S S O U R I

RFP NUMBER 2016-124
ADDENDUM NO. 1

The original Request for Proposal for **Consulting Services – Lawson Upgrade** remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

The original Request for Proposal had an original closing date and time of May 27, 2016 at 3:00 PM.
The closing date has been extended until June 3, 2016 at 3:00 PM.

ACKNOWLEDGEMENT

Each bidder shall acknowledge receipt of this Addendum No. 1 to RFP Number 2016-124, titled Consulting Services – Lawson Upgrade by his/her signature affixed hereto, and shall attach this Addendum to the original bid submitted
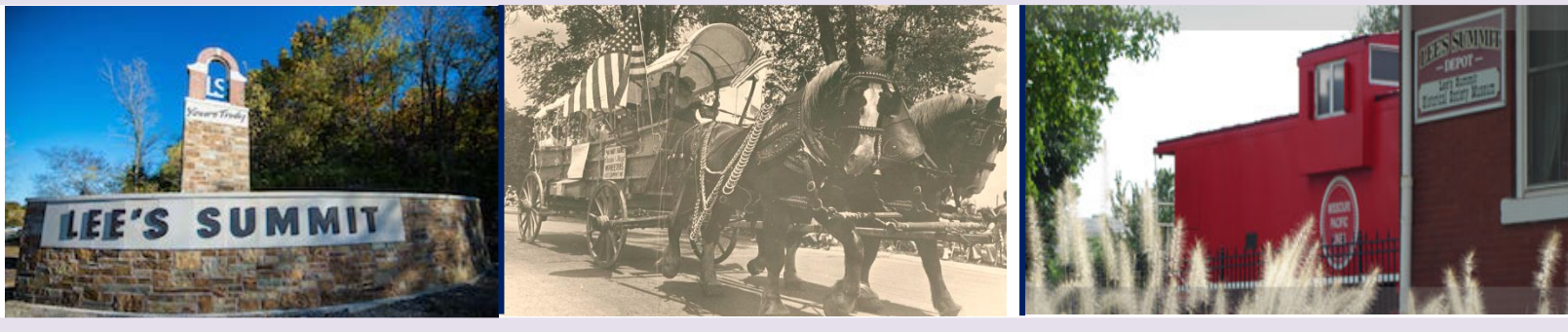
CERTIFICATION BY BID
SIGNATURE: _____

TITLE: Vice President, Infor Practice Leader
_____

COMPANY: Ciber, Inc._____

DATE: 05/27/2016_____

Addendum Number 1
Page 1 of 1

Procurement and Contract Services
220 SE Green Street | Lee's Summit, MO 64063 | P: 816.969.1080 | F: 816.969.1081 | cityofls.net

ATTACHMENT B
SAMPLE PROJECT TIMELINE

ID	Task Name	Duration	Start	Finish	Predecessors	% Complete
1	Project Start	0 days	Mon 10/3/16	Mon 10/3/16		0%
2						
3	Project Planning and Management	12 days	Mon 10/3/16	Tue 10/18/16		0%
9	Solution Design	76 days	Mon 10/3/16	Mon 1/16/17		0%
10	Business Process & Technical Analysis	5 days	Mon 10/3/16	Fri 10/7/16		0%
11	Gather list of Lawson modifications (program, database cl	1 wk	Mon 10/3/16	Fri 10/7/16	1	0%
12	Verify Lawson product compatibility	1 wk	Mon 10/3/16	Fri 10/7/16	1	0%
13	Verify server requirements	1 wk	Mon 10/3/16	Fri 10/7/16	1	0%
14	Download Lawson software	1 wk	Mon 10/3/16	Fri 10/7/16	1	0%
15	System Preparation and Support	76 days	Mon 10/3/16	Mon 1/16/17		0%
43	Project Team Education	5 days	Thu 11/3/16	Wed 11/9/16	1	0%
44	Review v10 Release Notes	5 days	Thu 11/3/16	Wed 11/9/16	19	0%
45	Mingle Differences	1 day	Thu 11/3/16	Thu 11/3/16	19	0%
46						
47	Configuration & Development	20 days	Thu 11/24/16	Wed 12/21/16		0%
48	Modification Migration	20 days	Thu 11/24/16	Wed 12/21/16	38	0%
54						
55	Testing and Quality Assurance	106 days	Mon 10/3/16	Mon 2/27/17		0%
56	Integrated Test	84 days	Mon 10/3/16	Thu 1/26/17		0%
64	User Acceptance Test	28 days	Thu 1/19/17	Mon 2/27/17		0%
70	Finalize Cutover Plan	1 day	Tue 1/31/17	Tue 1/31/17	67	0%
71						
72	Project Activation	13 days	Tue 2/14/17	Thu 3/2/17		0%
73	End User Training	5 days	Tue 2/14/17	Mon 2/20/17	75SS-2 wks	0%
74	Risk Assessment	1.5 days	Tue 2/21/17	Wed 2/22/17	70,68	0%
75	Live Upgrade Execution- WEEKEND TBD	3 days	Tue 2/28/17	Thu 3/2/17	55,70,74	0%
76	Live on Lawson v10	0 days	Thu 3/2/17	Thu 3/2/17	75	0%
77						
78	Ongoing Support	15 days	Fri 3/3/17	Thu 3/23/17	72	0%
79	Post-Cutover Support	3 wks	Fri 3/3/17	Thu 3/23/17	72	0%

Task		External Milestone	◆	Manual Summary Rollup
Split		Inactive Task		Manual Summary
Milestone	◆	Inactive Milestone	◇	Start-only
Summary		Inactive Summary		Finish-only
Project Summary		Manual Task		Progress
External Tasks		Duration-only		Deadline

Project: Project Plan Template
Date: Thu 4/28/16

Page 1

ATTACHMENT C
CONTRACT LANGUAGE CONSIDERATIONS

Ciber Contract Language Considerations for Lee's Summit RFP #2016-124
Consulting Services – Lawson Upgrade

Ciber, Inc. ("Ciber") respectfully requests the City of Lee's Summit (the "City") consider the following regarding the City's Request for Proposal No. 2016-124 (the "RFP"). Should Ciber be awarded this contract, Ciber requests the opportunity to negotiate with the City the final terms and conditions of the resultant contract, which terms and conditions are acceptable to both parties and address the exceptions that are set forth below. Ciber is not conditioning its proposal on the inclusion of the precise language in the following exceptions and is open to negotiating final terms and conditions that are acceptable to the City.

In the event that Ciber is awarded this contract, no terms shall be deemed agreed to unless and until all such terms (together with any referenced attachments or exhibits) are mutually agreed to in a written contract between Ciber and the City. If Ciber is awarded this contract, Ciber respectfully proposes that the City consider using Ciber's Master Services Agreement, (attached hereto as Attachment B) as the basis for the contract to be executed between Ciber and the City in regard to the RFP. Ciber will agree to incorporate the terms and conditions set out in the City's Sample Service Agreement, Exhibit C (Insurance Requirements) and Exhibit D (General Requirements) of the RFP into the MSA with the following proposed exceptions:

1. In Part III, Exhibit C (Insurance Requirements, Governing Responses and Subsequent Contracts), in the Certificate of Insurance Section, although Ciber's insurer is not able to agree to provide the required written notice of material modification or cancellation of any policy listed on the certificate(s), Ciber, itself, agrees to provide such 30-day notice.

2. In Part IV, Exhibit D (General Conditions Governing Responses and Subsequent Contracts):

   A. Ciber respectfully proposes that Section 11.b. (TERMINATION FOR CAUSE) be deleted in its entirety and replaced with the following:

   "Without prejudice to any other rights or remedies, either party may immediately terminate this Agreement if the other party materially fails to perform its material obligations under this Agreement and such failure continues for a period of thirty (30) days after written notice."

B. Ciber respectfully proposes that Section 17. (INDEMNITY AND HOLD HARMLESS) be deleted in its entirety and replaced with the following:

"Service Provider shall indemnify the City and the City's officers, directors, affiliates, subsidiaries, agents, and employees ("City Indemnitees") from any loss or damage arising out of a third party claim or action against the City Indemnitees for injury to person or damage to real or tangible personal property to the extent caused by the negligent acts or omissions of Service Provider's personnel while they are providing the services to the City under this Agreement."

ATTACHMENT D
CIBER'S MASTER SERVICE AGREEMENT

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("Agreement"), is made and entered into on _____, 20__ ("Effective Date") by and between Ciber, Inc., a Delaware corporation ("Ciber") and _____, a _____ corporation ("Customer") (each a "party" and together, the "parties").

RECITALS

Customer desires to contract to obtain certain information technology services and solutions to be provided by Ciber under this Agreement and Ciber desires to provide those information technology solutions and services under the terms and conditions set forth in this Agreement.

AGREEMENT

1. SERVICES

1.1   Scope of Work. Ciber will provide the services described in one or more Statements of Work signed by an authorized representative of each party (each an "SOW"). Each SOW is incorporated by reference into, and will be governed by the provisions of, this Agreement. Ciber will perform only work that is documented in an SOW. Ciber may authorize a parent, subsidiary, or affiliate of Ciber to enter into an SOW and for purposes of that SOW, such parent, subsidiary, or affiliate will be deemed "Ciber." Each SOW will describe the services to be performed ("Services"), the deliverables to be provided ("Work Products"), the schedule, the charges, and other essential information. Any inconsistency between this Agreement, an SOW, or any purchase orders or supplemental agreements, shall be decided in this order of precedence: (i) the SOW, including all Change Orders and Acceptance/Rejection Forms (as hereinafter defined), (ii) the Agreement, (iii) purchase orders and supplemental agreements.

1.1 1.2 Change Orders. To modify or add work to an SOW a party must submit a written request to the other party. The recipient may accept or reject the requested modifications, or present a counter-proposal, in its sole discretion. Ciber may bill Customer on a time and materials ("T&M") basis for the analysis of any modification proposed by Customer. Changes to an SOW will be effective and work commenced upon the written approval of an amendment to the SOW (a "Change Order") by an authorized representative of each party. A Change Order may include a revised price and schedule that increases Ciber's costs and time to perform the changed work. Failure to agree on any adjustment shall be a dispute under the Dispute Resolution clause of this Agreement.

1.3   Method of Performance. Ciber will determine the method, details, and means of performing the Services and providing the Work Products. Customer may require Ciber's personnel to observe Customer's safety policies and building rules when on Customer's site. Each party has the right to control its own personnel. Designation of a particular Ciber individual in an SOW does not preclude Ciber's termination or re-assignment of the individual, provided Ciber replaces the individual with a person with appropriate skills.

1.4   Acceptance. Acceptance criteria for Services and Work Products shall be set forth in each SOW, or in such other document that the parties mutually agree in writing, including without limitation, project charters or project governance plans, which shall be incorporated into the SOW by this reference. Upon Ciber's delivery of Services or Work Products, Customer must inspect the Services and Work Products for conformance with specifications. If Ciber has not received written notice from Customer (the "Acceptance/Rejection Form") within 3 business days following completion of the Services or delivery of the Work Products, the applicable Services or Work Products will be deemed accepted by Customer.   Furthermore, for other kinds of work performed by Ciber, including without limitation, staffing work for which acceptance criteria are not specified in an SOW, the applicable Services or Work Products will be deemed accepted by Customer on the date of delivery unless Ciber receives an Acceptance/Rejection Form or other written notice from Customer specifying the reason for non-acceptance within 3 business days after completion of the Services or delivery of the Work Products.

2.   CUSTOMER RESPONSIBILITIES

2.1   Access and Cooperation. Customer will provide the workspaces, facilities, equipment, properly configured computers (including, hardware, software, and connectivity), and personnel described in the SOW or otherwise required by Ciber. Ciber's timely performance of the Services and provision of the Work Products are contingent

on Customer promptly providing (i) all required resources, (ii) the necessary assistance and cooperation of Customer's officers, agents, and employees, and (iii) complete, clean, and accurate information and data. If a delay is caused by Customer's failure to timely perform any obligation or deliver a necessary resource, the delivery schedule for the Services and Work Products shall be extended for the period of delay.

2.2   File Back-up. Unless otherwise specified in the SOW, Customer will maintain current comprehensive back-ups for all files, data, and programs that could be affected by the Services and implement procedures for recovering and reconstructing any files, data, and programs affected by the Services.

2.3   Health and Safety Hazards. Customer will provide Ciber with written notice of any known health and safety hazards and provide Ciber's personnel with appropriate safety procedures.

2.4   Work Rules and Conduct. Customer will provide Ciber written copies of all applicable policies and procedures, including those governing safety and security, use of equipment, sexual harassment and non-discrimination, alcohol and drug use, and integrity. Customer will report to Ciber any alleged violation of Customer's workplace conduct rules involving Ciber personnel and cooperate with Ciber in investigating the alleged violation.

2.5   Personnel Changes

    i.   Personnel Schedule Changes. Customer may request changes to the schedules of Ciber personnel. If Customer does not provide a written request at least 5 business days prior to the requested change, Ciber will charge Customer for the Services as scheduled.

    ii. Open-ended Assignments. Customer may request termination of an open-ended assignment of Ciber personnel. If Customer does not provide a written request at least 30 days prior to the end of the assignment Ciber will charge Customer for the greater of (a) 15 days of Services that were to be performed by the affected Ciber personnel, or (b) the actual number of days of Services performed by the affected personnel after Ciber's receipt of the written request.

    iii. Extension of Assignments. Ciber considers its personnel for new deployments 30 days before the expiration of their assignments. If Customer desires to extend Ciber personnel, Customer must notify Ciber at least 30 days before the scheduled expiration date to assure continued availability. Ciber will use reasonable efforts to accommodate extension requests received less than 30 days before the expiration of an assignment.

3.   TERM AND TERMINATION

3.1   Term. The term of this Agreement commences on the Effective Date and continues until the date the Agreement is terminated as provided below. Termination of an SOW will not terminate the entire Agreement unless so stated in the termination notice.

3.2   Termination for Convenience. Either party may terminate this Agreement upon 30 days advance written notice. Unless otherwise agreed, all SOWs in effect as of the Agreement's termination date shall also terminate as provided in this Section 3.2. Unless otherwise stated in the applicable SOW, either party may terminate an SOW for time and materials Services upon 60 days advance written notice and an SOW for fixed price Services upon 90 days advance written notice. Ciber will advise Customer of the extent to which performance has been completed and deliver any work in progress. Ciber will be paid for all work performed and expenses incurred through the date of termination, including charges for materials ordered by Ciber that cannot be returned for a full refund. Specifically, Customer will pay (i) in full for all completed and accepted Services and Work Products, (ii) on a percentage of work performed basis, as reflected in the most recent project status report, for Services and Work Products completed by Ciber, but not accepted by Customer pursuant to Section 1.4; (iii) all of Ciber's reasonable costs to terminate and transition the work; and (iv) any cancellation fees applicable to the affected SOW as set forth in such SOW. Additionally, Customer will release all applicable retainage held by Customer and performance bonds in a form satisfactory to the bond underwriter(s).

Notwithstanding the foregoing, Customer may not terminate for convenience any SOW for outsourced Services and associated support except as set forth in the SOW. In the event Customer terminates such a SOW for convenience, Customer shall pay the cancellation fee set forth in the SOW, Ciber's charges for transition

services, unabsorbed overhead costs and other general and administrative costs allocated to the terminated outsourced Services or support SOW.

3.3   Termination for Cause.   Without prejudice to any other rights or remedies, either party may immediately terminate this Agreement if the other party:

i.   Materially fails to perform its material obligations under this Agreement or any SOW and such failure continues for a period of 30 days after written notice;

ii.   Ceases to carry on its business substantially as such business was conducted on the date of this Agreement; or

iii.   Institutes or suffers a bankruptcy, reorganization, liquidation, receivership, insolvency or similar proceeding; or becomes generally unable to pay its debts as they become due.

Ciber may suspend work or terminate this Agreement or any SOW if Customer fails to pay undisputed amounts to Ciber within 15 days of Ciber's written notice specifying the undisputed amounts.

If Customer terminates this Agreement or SOW for default, Customer is obligated to pay for all undisputed Services and Work Products accepted by Customer pursuant to Section 1.4 and the unpaid portions of all disputed Services and Work Products completed by Ciber on a percentage of work performed basis, as reflected in the most recent project status report, prior to Ciber's receipt of Customer's dispute/default notice.

4.   RELATIONSHIP OF THE PARTIES

Ciber is an independent contractor. Nothing in this Agreement will be construed to make Ciber or Customer partners, joint venturers, principals, agents, or employees of the other. No officer, director, employee, agent, affiliate, or contractor employed by Ciber to perform work on Customer's behalf under this Agreement will be deemed to be an employee, agent, or contractor of Customer. Neither party will have any right, power, or authority, express or implied, to bind or make representations on behalf of the other.

5.   COMPENSATION

5.1   Pricing. Charges for all Services, Work Products, and expenses are set forth in each SOW. If pricing is on a T&M basis, Customer will make payments at the hourly rates in the SOW, based on a minimum per day charge of 8 hours, exclusive of sales, use, and similar taxes. Customer acknowledges and agrees that travel time to and from Customer's site is billable. Ciber will give Customer 60 days prior written notice of any change in hourly rates or prices. Ciber may impose a higher rate for Services exceeding 40 hours per week or on a weekend or holiday.   Ciber does not guarantee T&M pricing estimates in any way or to any extent. If Ciber quotes a price for Services or Work Products and such price is specified without qualification in the applicable SOW, the amount quoted shall be deemed a fixed price. Unless an SOW provides for progress payments or deferral of payment after completion, Customer shall pay the full amount of the fixed price upon Ciber's completion of the specified Services or upon Customer's acceptance of the Work Products under such SOW. An SOW may provide for payment to be based on a fixed price for Services or Work Products to be rendered over a specified period of time or provide for T&M pricing not to exceed a specified amount. For fixed price onsite project work, if the travel costs are averaging over 10% of the per trip amount set forth in the SOW, Ciber will inform Customer and Ciber reserves the right to charge Customer for travel exceeding 10% of the per trip amount. Ciber will work with Customer to come up with reasonable alternatives if the travel costs exceed 10% of the budgeted amount, including performing remotely that work which is capable of being performed remotely.

5.2   Invoice and Payment. Ciber will invoice charges for third party materials purchased pursuant to an SOW upon delivery of the materials to Customer. Ciber will invoice T&M charges for Services or Work Products bi-weekly. Ciber will invoice fixed price charges for Services or Work Products in accordance with the payment schedule in the SOW.   All invoices will be in Ciber's standard form and Customer agrees to receive invoices via email. Except for charges Customer disputes in good faith, all amounts are due and payable not more than 30 days from the invoice date. Customer agrees to make all payments via ACH. Ciber may change payment terms if, in Ciber's reasonable opinion, Customer's financial condition, previous payment record or relationship with Ciber merits such change. Customer must raise any concern or dispute in writing within 10 days from the date of the invoice or the invoice will be presumed payable. Customer's dispute of any amounts will not delay its payment of

undisputed charges. If Customer defaults in payment of any charges, Ciber may immediately suspend further performance under any or all SOWs.

5.3   Taxes. Charges do not include taxes including, but not limited to, sales, use, gross receipts, and ad valorem taxes, duties or similar charges ("Taxes") imposed on the Services or Work Product (exclusive of taxes based on the property or net income of Ciber). Customer will pay or reimburse Ciber for all Taxes. If Customer is exempt from taxes, a valid tax exemption certificate or direct pay permit (collectively, "Certificate") must be provided to Ciber, Inc. upon execution of this Agreement or any applicable Taxes will be included on invoice to Customer. If Customer provides such a Certificate to Ciber, Customer agrees that Ciber is entitled to and will rely on the Certificate and that any assessment of Taxes imposed on the Services or Work Products notwithstanding the Certificate will be paid by Customer. In the event of a tax examination involving Taxes imposed on the Services or Work Products provided pursuant to this Agreement, Customer agrees to cooperate with Ciber in any such examination including responding to questions and requests for documents by the taxing authority.

5.4   Expenses. Unless expressly set forth in a SOW as included in a fixed price, Customer will reimburse Ciber for reasonable out-of-pocket expenses such as long distance telephone charges, postage, shipping, and reasonable travel and living expenses. All charges exclude costs and expenses incurred for additional Services, Work Products, requirements, features, enhancements, Customer-caused delays, or expectations of Customer not explicitly stated in this Agreement or an SOW ("Additional Expenses"). Ciber will invoice Additional Expenses bi-weekly.

5.5   Interest; Collection Costs. Interest will accrue on amounts past due at the lower of eighteen percent (18%) per annum or the maximum permitted by applicable law.

6.   CONFIDENTIALITY AND OWNERSHIP

6.1   Confidentiality. "Confidential Information" means any and all non-public technical or business information, including third party information, furnished or disclosed by one party to the other party that (i) the disclosing party has marked "confidential" or "proprietary"; or (ii) the disclosing party indicates is confidential or proprietary at the time of an oral disclosure and confirms is confidential or proprietary in a writing within 20 days after such oral disclosure. Each party will maintain Confidential Information it receives from the other in confidence using commercially reasonable standards and no less care than it uses with its own information, and will use and disclose such information only as contemplated by this Agreement or as authorized by the disclosing party. Each party will require its personnel to do likewise.   Confidential Information does not include information that is: (a) generally available to the public other than by a breach of this Agreement; (b) rightfully received from a third party lawfully in possession of the information and not subject to a confidentiality or nonuse obligation; (c) independently developed by the receiving party or its personnel, *provided* the persons developing the information have not had access to the Confidential Information of the disclosing party; or (d) already known to the receiving party prior to its receipt from the disclosing party.

6.2   Permitted Disclosures. A receiving party is permitted to disclose Confidential Information if the disclosure is (i) approved in writing by the disclosing party; (ii) necessary for the receiving party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, *provided that* the receiving party notifies the disclosing party of such required disclosure promptly and in writing, and cooperates with the disclosing party, at the disclosing party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. In addition, Ciber shall not be required to keep confidential any ideas, concepts, know-how, or techniques developed during the course of this Agreement by Ciber personnel or jointly by Ciber and Customer personnel.

6.3   Return of Confidential Information. Upon termination of this Agreement or the disclosing party's request, the receiving party will promptly return or destroy any Confidential Information of the other party.

6.4   Ownership. Unless the parties agree otherwise in writing, Work Products developed by Ciber pursuant to this Agreement belong to Customer.   Customer ownership of Work Products does not extend to third party works, products, or materials or to Ciber Materials or Ciber Tools as defined below that may be included in Work Products. Customer acknowledges that Ciber is in the business of providing information technology consulting services and has accumulated expertise in this field and agrees that Ciber will retain all right, title, and interest in and to all Ciber Materials and Ciber Tools. "Ciber Materials" means, other than any Ciber Tools, all inventions,

discoveries, concepts, and ideas, including, without limitation, patents, copyrights, trademarks, trade secrets, processes, methods, formulae, techniques, tools, solutions, programs, data, and documentation, and related modifications, improvements, and know how, that Ciber, alone, or jointly with others, its agents or employees, conceives, makes, develops, acquires, or obtains knowledge of at any time before, after, or during the term of this Agreement without breach of Ciber's duty of confidentiality to Customer. To the extent Ciber Materials are included in any Work Products, Ciber will grant Customer a personal, perpetual, irrevocable, nonexclusive, worldwide, royalty free license to use, execute, reproduce, and modify such Ciber materials, but only for Customer's internal use in conjunction with the Work Products. Ciber's grant to Customer of any interest in the Services and Work Products is effective only upon Customer's payment of all fees and charges invoiced by Ciber. "Ciber Tools" means, collectively, all software or other tools used by Ciber in performing the Services, including, without limitation, pre-existing and newly developed software tools including source code, web authoring tools, type fonts, and application tools, together with any other software or processes and any inventions (whether or not patentable) pertaining to the foregoing.

6.5   Residual Rights. Either party shall be free to use Residuals (as hereinafter defined) from any Confidential Information provided by the disclosing party for any purpose, including, without limitation, providing services or creating programming or materials for customers, subject to the obligation not to disclose, publish or disseminate such Confidential Information and subject to the patent rights and statutory copyrights of the other party. **"Residuals"** shall mean that information which may be retained in intangible form in the minds of those personnel of the receiving party, without intentionally reducing such information to memory, who have had access to Confidential Information in tangible form of the disclosing party during the term of this Agreement.

7.   WARRANTY AND LIMITATIONS OF LIABILITY

7.1   Warranty and Disclaimer. Ciber warrants that it will perform all Services in a professional and workmanlike manner and provide Work Products that conform in all material respects to the specifications set forth in the SOW. To receive warranty remedies, Customer must report any deficiencies to Ciber in writing within 30 calendar days from the date of Customer's acceptance of the Services or Work Products. Customer's exclusive remedy and Ciber's entire liability is to provide Services to correct the deficiencies. If Ciber is unable to correct the deficiencies, Customer is entitled to recover the fees paid to Ciber for the deficient portion of the Services or Work Products. Ciber DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. Ciber makes no warranties regarding Customer or third party modifications of Work Products, any portion of any deliverable developed by Customer or by any third party, including any third party software, hardware, or other third party products provided by Ciber.

7.2   Limited Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST DATA, LOST PROFITS, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES OF ANY KIND FOR ANY REASON WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES BASED UPON, CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Each party agrees that the other party's liability hereunder for damages, regardless of the form of action, will not exceed the total amount actually paid for Services and Work Products under the SOW giving rise to the damages. Notwithstanding the above, the liability of Customer shall be increased to include Ciber's costs of collection of Services fees, including without limitation, reasonable attorneys' fees and court costs. The parties agree that amounts stated herein are fair under the circumstances and that the charges reflect this limitation of liability.

8.   INDEMNITY

8.1   General Indemnity. Ciber shall indemnify Customer and Customer's officers, directors, affiliates, subsidiaries, agents, and employees ("Customer Indemnitees") from any loss or damage arising out of a third party claim or action against Customer Indemnitees for injury to person or damage to real or tangible personal property to the extent caused by the negligent acts or omissions of Ciber's personnel while they are providing the Services to Customer under this Agreement. Customer shall indemnify and hold Ciber and Ciber's officers, directors, affiliates, subsidiaries, agents, and employees harmless from any injury to a third party or damage to real or tangible personal property of a third party to the extent caused by the negligent acts or omissions of Customer's personnel while Ciber is providing the Services to Customer under this Agreement. Neither party has a duty to indemnify or hold the other party and its officers, directors, affiliates, subsidiaries, agents, and employees harmless from or against any claim or action for injuries to person or damage to property or any other damage or

loss to the extent caused or contributed to by the act or failure to act of the other party and its officers, directors, affiliates, subsidiaries, agents, and employees.

8.2   Intellectual Property Indemnity. Ciber shall defend, and pay any damages and costs awarded in final judgment or made in settlement of, any claim or suit against Customer by a third party alleging that a Service or Work Product provided by Ciber, when used in conformity with Ciber's instructions and documentation, infringes a U.S. patent, copyright or trade secret. If any Service or Work Product is determined by a court of competent jurisdiction to be infringing, or in Ciber's opinion is likely to become the subject of a claim of infringement or violation, Ciber may, at its option, procure for Customer the right to continue using the Service or Work Product, or replace or modify the Service or Work Product so it is not infringing.   If Ciber cannot secure these remedies on a reasonable basis and if Customer must discontinue use of any Service or Work Product, Ciber will refund a portion of the fees paid for the infringing Service or Work Product based on the expected life of the Service deliverable of the Work Product.

The foregoing indemnity shall not apply to any infringement claim arising from (i) a Service or Work Product that has been modified by any party other than Ciber; (ii) Customer's use of a Service or Work Product in conjunction with the products or services of parties other than Ciber where such use gives rise to the infringement claim; (iii) Customer's use of a Service or Work Product after written notice to Customer to cease such use; (iv) a Service or Work Product not used in accordance with Ciber's instructions and specifications; (v) Customer's use of other than the current release of a Service or Work Product if such claim would have been avoided by the use of the current release provided by Ciber; (vi) Customer's use of a Service or Work Product with services or products not provided by Ciber; or (vii) Ciber's compliance with any design, specification or instruction of Customer.

This Section sets forth Customer's sole and exclusive remedies for infringement or misappropriation of third party rights. Services and Work Products do not include any third party services, products or materials, whether or not supplied by Ciber.

8.3   Conditions. All indemnification under this Agreement shall be apportioned on a comparative basis taking into account the relative factors of all persons contributing to such claim or loss. An indemnifying party shall only be liable for that portion of the total indemnified claim or loss that its negligent acts or omissions bear to the negligent acts and omissions of all persons contributing to such total indemnified claim or loss.

A party's responsibility to indemnify any indemnified party is conditioned upon:

i.   The indemnifying party receiving prompt written notice of any claim or action.

ii.   The indemnifying party having the sole authority to defend the indemnified parties against any claim or action upon which third party indemnity is sought.

iii.   The indemnified parties' cooperation with the indemnifying party's defense or settlement of the claim.

To the extent an indemnifying party's defense of the claim is materially prejudiced by an indemnified party's failure to provide prompt notice or full cooperation with indemnifying party's defense or settlement of the claim, indemnifying party shall be relieved of its indemnity obligations. The indemnifying party has no liability to indemnify or hold any indemnified party harmless for any payment by any indemnified party in settlement or compromise of a claim or action unless the indemnifying party receives written notice at least 10 business days in advance of such settlement or compromise and approves the settlement or compromise in writing before payment is made. All indemnification rights and obligations under this Agreement are subject to the terms of Section 7.2.

9.   NONSOLICITATION

During the term of this Agreement and for a period of one year after its termination, neither party will directly or indirectly (i) solicit for hire or engagement any of the other party's personnel who were involved in the provision or receipt of Services or Work Products under this Agreement or (ii) hire or engage any person or entity who is or was employed or engaged by the other party and who was involved in the provision or receipt of Services or Work Products under this Agreement until 180 days following the termination of the person's or entity's

employment or engagement with the other party. For purposes herein, "solicit" does not include broad-based recruiting efforts, including, without limitation, help wanted advertising and posting of open positions on a party's internet site. If a party hires or engages, directly or indirectly, any personnel of the other party in violation of (ii) above, the hiring/engaging party will pay the other party a finder's fee equal to three times the greater of (i) gross monthly salary or (ii) monthly billing rate (assuming 168 hours per month) for such personnel.

10.   DISPUTE RESOLUTION

10.1   <u>General</u>. Subject to each party's right to seek injunctive or equitable relief in a court of competent jurisdiction, each party agrees to resolve all disputes under this Agreement in accordance with these dispute resolution procedures.

10.2   <u>Informal Dispute Resolution</u> . Each party will promptly notify the other in writing of any dispute. The parties' designated representatives will meet within 10 days following the receipt of such written notice and will attempt to resolve the dispute within 5 days of the initial meeting. If the parties agree, a dispute may be mediated. The parties will select a mediator within 20 days of agreeing to mediate. All mediations shall be non-binding.

10.3   <u>Arbitration/Other Legal Proceedings</u>.

a.   **Arbitration.** Any claim or dispute arising out of or relating to this Agreement or the services to be provided by Ciber hereunder, other than Excluded Disputes, as defined below, shall be resolved by binding arbitration under the Commercial Rules, but not the administration, of the American Arbitration Association. To the extent the Commercial Rules conflict with this provision, this Agreement shall control any arbitration. Each party may seek preliminary or permanent rights or remedies, judicial or otherwise, to maintain the status quo until the arbitration award is rendered or the dispute is otherwise resolved. The arbitration shall be conducted in Denver, Colorado and the laws of Colorado (except its conflict of laws provisions) shall govern the interpretation of this Agreement. Within 10 calendar days of service of a Demand for Arbitration pursuant to this Agreement, the parties shall agree upon a sole knowledgeable and impartial arbitrator. If the parties cannot agree upon a sole knowledgeable and impartial arbitrator, either party may apply to a court of competent jurisdiction for appointment of the arbitrator. If damages are to be awarded, the arbitrator shall only award equitable relief and damages in accordance with this Agreement but in no circumstances shall the arbitrator award exemplary or punitive damages.

Discovery in any arbitration shall be conducted as follows, unless otherwise agreed by the parties:

i.   Discovery for each party is limited to 10 requests for production and 3 depositions, limited to 2 hours per witness.
ii.   Requests for production shall be limited to documents that are directly relevant to the matters in dispute, be reasonably restricted in terms of time frame, subject matter and persons or entities to which the requests pertain and not include broad phraseology such as "all documents directly or indirectly related to." The description of custodians from whom electronic documents may be collected shall be narrowly tailored to include only those individuals whose electronic documents may reasonably be expected to contain evidence that is material to the dispute.

Each party shall pay its pro rata share of the arbitrator's fees and expenses unless the arbitrator decides otherwise. The decision of the arbitrator shall be final and binding and may not be appealed. A party may apply to any court having jurisdiction to obtain a judgment enforcing the decision of the arbitrator. The parties may cancel or terminate this Agreement in accordance with its terms and conditions without following the procedures in this Article.

b.   **Excluded Disputes.** Notwithstanding the above, Excluded Disputes shall not be subject to arbitration. As used herein, an "<u>Excluded Dispute</u>" means any action or proceeding with respect to this Agreement: (i) that is initiated by Ciber for collection of amounts due by Customer; or (ii) related to the allocation of ownership of Work Product or Services as between Ciber and Customer. All Excluded Disputes shall be brought exclusively in a court of competent jurisdiction located within the state of Colorado. Ciber and Customer each waive their respective rights to a jury trial in an Excluded Dispute. The laws of Colorado (except its conflict of laws provisions) shall govern with respect to such dispute. Notwithstanding subsection (a) above,

if Ciber elects to initiate proceedings in court, all disputes between the parties shall be resolved in that forum.

10.4   Limit on Actions. Any dispute or other action arising out of this Agreement must be brought within two years of the date the cause of action accrued.

11.   GENERAL PROVISIONS

11.1   Marketing. Customer agrees to reasonably cooperate in Ciber's marketing efforts. This may include, but is not limited to, (i) working with Ciber on a mutually acceptable joint press release announcing the Agreement; (ii) providing in-person or telephone references to prospective Ciber customers; and (iii) allowing Ciber to use Customer's name, logo, and information regarding the general business relationship on Ciber's website, in presentations, and as part of Ciber's marketing materials. This provision shall survive the expiration or termination of this Agreement.

11.2   Applicable Laws.   Each party will comply with applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances, and government requirements, including without limitation, Executive Order 11246 -- Equal Employment Opportunity.

11.3   Export Controls. Neither party will knowingly export or re-export or cause to be exported or re-exported any Work Product to any country for which the U.S. government requires an export license or other government approval without first obtaining the required license or approval.

11.4   Notices. All notices must be written and will be deemed received (i) when delivered by hand, (ii) on the next business day, if delivered by a recognized overnight courier, (iii) on the third business day if mailed (by certified or registered mail, return receipt requested) or (iv) upon separately confirmed facsimile transmission to the following addresses or facsimile numbers:

CUSTOMER	Ciber	Ciber Business Unit
_____	Ciber, Inc.	_____
_____	6312 S. Fiddler's Green Circle, Suite 600E	_____
_____	Greenwood Village, Colorado 80111	_____
_____	ATTN: Legal Department	ATTN: _____
Phone _____	Phone 303-220-0100	Phone _____
Fax _____	Fax 303-224-4125	Fax _____

11.5   Entire Agreement. This Agreement, the applicable Exhibits, and SOWs set forth the entire agreement of the parties relating to the Services and Work Products provided by Ciber and supersede all prior written or oral understandings, agreements, or representations by or between the parties with respect to these subjects and the parties shall not be permitted to rely on any written or oral understandings, agreements or representations made prior to execution or outside of this Agreement, any other written or oral agreements, statements or representations made outside of the four corners of this Agreement or any course of dealing, trade usage or course of performance. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

11.6   Waiver. No delay or failure by a party in exercising any right, power, or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement will impair any such right, power, or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power, or privilege will preclude the further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

11.7   Survival. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement shall so survive.

11.8   Force Majeure. If either party is delayed or prevented from performing due to a cause beyond its reasonable control, including without limitation, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, criminal acts, acts of the public enemy, acts of government in a sovereign or contractual capacity, acts of war or terrorism, or attempted acts of terrorism, or acts of God or nature, the delay will be excused during the continuance of the delay and the period of performance will be extended as reasonable after the cause of delay is removed. If a delay continues for a period of more than 30 days, either party may terminate an affected SOW upon written notice to the other party and Customer will pay Ciber for all work performed, Work Product created and expenses incurred through the effective date of termination. Failure to make payment by Customer shall not be deemed to be a force majeure event.

11.9   Severability. If any provision of this Agreement is held invalid, void, or unenforceable to any extent, that provision will be enforced to the greatest extent permitted by law and the remainder of this Agreement and application of such provision to other persons or circumstances will not be affected. Notwithstanding the foregoing, if the invalid, void or unenforceable provision is material to the basis of the bargain of this Agreement or an SOW, or materially affects the relative economic benefits to the parties, both parties shall in good faith agree upon an equitable modification of such provision or the application thereof.

11.10   Parties in Interest. This Agreement is enforceable only by Ciber and Customer. It is not a contract or assurance regarding compensation, rights, obligations, or benefit of any kind to any other party. There are no third-party beneficiaries of this Agreement.

11.11   Assignment and Successors. Customer may not assign this Agreement without Ciber's prior written consent, except that Customer may assign the Agreement without consent to an entity controlling Customer, in common control with Customer or controlled by Customer. This Agreement benefits and will be binding upon Ciber, Customer, and their respective successors, heirs, and assigns.

11.12   Insurance. Upon request, Ciber will provide a certificate of insurance evidencing the workers' compensation, general liability, errors and omissions and automobile coverage it has in effect.

The parties, intending to be legally bound, have executed this Master Services Agreement on the date first set forth above.

CUSTOMER   **CIBER, INC.**

_____   _____
Signature   *Signature*

_____   _____
Print Name   *Print Name*

_____   _____
Title   *Title*

_____   _____
Date   *Date*