

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.41
(ID # 9742)

MEETING DATE:
Tuesday, April 30, 2019

FROM : ASSESSOR-COUNTY-CLERK-RECORDER:

SUBJECT: ASSESSOR-COUNTY CLERK-RECORDER: Approve Amendment No. 3 to the agreement for the Integrated Property Tax Management System License Agreement with Manatron, Inc., a division of Thomson Reuters through May 1, 2025; All Districts. [(-\$990,512) - PROPERTY TAX SYSTEMS DESIGNATION (43%), AND GENERAL FUND (57%)]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute Amendment No. 3 to the Agreement for Licensed Software and Services dated October 5, 2010, as amended, with Manatron, Inc., a division of Thomson Reuters, to decrease the Agreement by \$1,527,673 from an aggregate amount of \$28,385,730 to \$26,858,057 which includes maintenance support fees through May 1, 2025; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that do not change the substantive terms of the Agreement; and sign amendments that do not exceed the sum total of 2% of the aggregate contract amount.

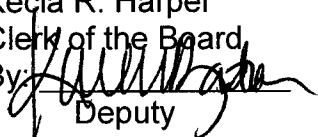
ACTION: Policy


Kan Wang, Assistant Assessor-County-Clerk Recorder 4/23/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington and Perez
Nays: None
Absent: Hewitt
Date: April 30, 2019
xc: ACR

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	(\$141,502)	(\$141,502)	(\$990,512)	\$ 0
NET COUNTY COST	(\$80,656)	(\$80,656)	(\$564,593)	\$ 0
SOURCE OF FUNDS: Property Tax System Designation (43%) and General Fund (57%)			Budget Adjustment: No	
			For Fiscal Year: 18/19-24/25	

C.E.O. RECOMMENDATION: Approve

Prev. Agn. Ref: 3.6 of 10/05/2010

BACKGROUND:

Summary

On September 16, 2010 the Board of Supervisors approved the multi-year license agreement and financing plan agreement not to exceed \$30,718,930 with Manatron Inc (a division of Thomson Reuters). The agreement was a fixed cost contract for Manatron Inc. to deliver a modern Integrated Property Tax Management System (IPTMS) and replace Riverside County's 40+ years old mainframe-based property tax system. The contract with Manatron Inc. was later finalized for a total amount of \$28,385,730. The Amendment No. 3 will further decrease the total contracted amount by \$1,527,673 to a total cost of \$26,858,057, with payments as outlined in attachment PRC1. Withholding two percent of the new contract amount from the savings, in the case of a contract amendment where the Purchasing Agent has authority to amend this agreement within the contract term, brings the total savings to \$990,512.

Although, the project experienced delays in implementation, Thomson Reuters was committed to ensure the fulfillment of the fixed cost contract and deliver the IPTMS to the County. During the delay, the County stopped payments to Thomson Reuters until the County was satisfied with system deliverables and achieved go-live. The initial implementation phase has been completed and Riverside County is now off the mainframe system and fully utilizing the IPTMS.

This Amendment No. 3 is to update the original contract terms in regard to resuming the fixed cost payment schedule and capture concessions made in forms of credits, discounts and future enhancement work by Thomson Reuters due to delays in implementation from the original contracted schedule. The enhancement work is scheduled for completion in 2023 as illustrated in attachment SCH1 and maintenance requirements extending through 2025.

Impact on Residents and Businesses

The new Property Tax System will replace the County's current 45-year old legacy mainframe system and will optimize the County's revenue generation operations and help protect the County's fiscal stability. The new system will remove manual processes, minimize costly errors and eliminate inefficiencies by automating operations. It will enable the County to more

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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effectively implement and enforce its legal mandates for property tax administration. More importantly, the new system will allow the departments to service the public more efficiently and effectively.

Additional Fiscal Information

The costs are supported by property tax administration of \$.43 on the dollar, the three property tax administration departments, and County general fund support. The costs are budgeted this fiscal year and no budget adjustments are necessary.

Contract History and Price Reasonableness

Manatron was selected through a competitive RFP process during which their pricing and other negotiated contractual terms resulted in Manatron being awarded as the vendor for the IPTMS with a fixed cost contract in the amount of \$30,718,930.

Amendment No. 3 vendor financial concessions:

\$1,527,673 credit to payments

\$1,000,000 credit for future engineering enhancements (5,000 hours credit at ~\$200/hr)

ATTACHMENTS:

Amendment No. 3 to License Agreement

PRC1 – Pricing

SCH1 – Schedule and WBS


Misley Wang, Supervising Accountant 4/24/2019


Teresa Summers, Director of Purchasing 4/24/2019


Stephanie Perez, Principal Management Analyst 4/25/2019


Gregory L. Priantos, Director County Counsel 4/25/2019


Jim Smith, Chief Technology Officer 4/24/2019

THIS DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to County Clerk of the Court, Dept. 1011
1011 Orange St., Orange, CA 92668-1011
Phone: 714

AMENDMENT NO. 3
TO
AGREEMENT FOR LICENSED SOFTWARE AND SERVICES

This Amendment No. 3 ("Amendment") to the Agreement for Licensed Software and Services dated October 5, 2010, as amended (the "Agreement") is entered into between Manatron, Inc., a division of Thomson Reuters ("TR") and the County of Riverside ("County") effective as of October 26, 2018. To the extent any provisions of this Amendment No. 3 conflict with or are inconsistent with the provisions of the Agreement or any prior amendments, the provisions of this Amendment No. 3 will control.

RECITAL

TR and the County have determined that certain changes in the delivery schedule, payment terms and scope of work are desirable to ensure the successful delivery and implementation of the IPTMS and desire to reflect those changes in a comprehensive amendment pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, TR and the County hereby agree as follows:

1. Definitions. Terms that are not defined in this Amendment shall have the meaning set forth in the Agreement.

2. Milestones and Payments

2.1 Phased Delivery and Acceptance of IPTMS. As per Section 3.1 of Amendment No. 2, the County and TR have agreed that the IPTMS will be delivered in two segments. The first segment is the "Go-Live" version of the Software, which is being put into production in phases in accordance with Section 2.2 commencing on October 26, 2018. The second segment is designated as "Post-Go-Live" and will be delivered in one or more versions of the Software subsequent to the Go-Live. The revised phased delivery schedule is attached hereto as Exhibit "SCH1" ("Schedule Revisions").

2.2 Phased Go-Live. Go-Live will occur in phases commencing on October 26, 2018, and continuing through May 1, 2019 ("Phased Go-Live Period"). The Go-Live version of IPTMS will include all of the Functional Requirements that are designated as Go-Live deliverables on the Requirements List which is attached to Amendment No. 2 of the Agreement ("Go-Live Requirements"), subject to (i) additions and deletions in the Functional Requirements that have been documented by change order; and (ii) any items which are specifically excluded from the Requirements List via change order prior to the completion of the Phased Go-Live Period. The purpose of the phased Go-Live will be to implement the IPTMS and then identify and address issues with the functionality of the IPTMS in live production. The County and TR have agreed that this approach is desirable given the complexity of the system and the difficulty of accurately assessing the full capabilities of the system in a test environment during the UAT process. Accordingly, the County and TR have agreed to implement the IPTMS in

live production without completion of the UAT process as required by Section 3.1 of Amendment No. 2. In areas where the accuracy of data conversion and processing is critical and fault tolerance is low, such as tax collection and assessment, the IPTMS will be implemented selectively on a module by module basis while running in parallel with the legacy system. The County and TR acknowledge that as a result of changes made within the IPTMS, it was necessary to change data parameters and that such changes are anticipated to impact the quality of the 24th data conversion for the purposes of implementing Go-Live. During the Phased Go-Live Period, TR will provide additional resources at no additional cost to the County to identify and resolve errors arising as a result of such changes. Furthermore, TR will ensure that all data conversion resources remain fully engaged with the County until all data conversion issues that are identified during the Phased Go-Live Period have been resolved. TR will deliver to the County a version of the IPTMS that implements the Go-Live Requirements into live production by May 1, 2019. TR will provide the County with a checklist of the Go-Live Requirements and upon verification that such items have been implemented into the updated Go-Live version of the Software, the County will accept the Go-Live version of the IPTMS as of May 1, 2019 ("Phased Go-Live Acceptance"). For the purposes of this Section 2.2 and Section 3.2.3, an item will be deemed to have been "implemented" if it is functional in the IPTMS, provided, however, that functionality does not require that the IPTMS be error or defect free. TR will continue to provide on-going Support for the Software to correct any defects arising after the Phased Go-Live Period in accordance with the terms of the Agreement.

2.3 Post-Go-Live Functionality. The County and TR acknowledge that certain Functional Requirements are not designated as Go-Live Requirements because they have been identified by the parties as obsolete, otherwise covered in other functionality included in the Go-Live version of the Software, or to be delivered as part of the Post-Go-Live Version of the Software after the completion of the Phased Go-Live Period. The parties agree to review the relevant Functional Requirements from the Requirements List that were not included in the Go-Live Requirements in good faith and will prioritize each item based on its continued relevance and business value by September 30, 2019 and prior to scheduling any activity associated with delivery of such requirements. In making such determination, the parties will review in good faith whether an item is adequately supported by a requirement that is already functional in the IPTMS and will remove items that either have functionality or which do not have continued relevance or business value to the County. The County and TR will agree on a final list of Functional Requirements that will be provided as part of the Post-Go-Live Version ("Post-Go-Live Requirements") of the Software by September 30, 2019.

2.4 Optional Functionality. Items from the project documentation that have not been designated as Go-Live Requirements or as Post-Go-Live Requirements will not be considered for purposes of Final Acceptance or any holdback payment. Notwithstanding the foregoing, TR may still complete such items as determined by TR in its sole discretion.

2.5 Delivery Milestones.

2.5.1 TR Responsibility. TR agrees to provide the following in connection with the delivery of the Go-Live and Post-Go-Live versions of the IPTMS:

(i) Go-Live Version. The County and TR agree that the Go-Live Date for the IPTMS will be rescheduled from January 31, 2015 to a commencement date for the Phased Go-Live Period of October 26, 2018, provided, however, that all prior Milestone dates will be adjusted as set forth in this Third Amendment based on a May 1, 2019 Phased Go-Live Period completion date. Accordingly, all time periods that otherwise trigger from the Go-Live Date will now trigger from the date of Phased Go-Live Acceptance, subject to the terms of this Third Amendment. The revised phased delivery schedule is attached hereto as Exhibit "SCH1" ("Schedule Revisions").

(ii) Software Enhancements. TR agrees to provide the County a credit of five thousand (5,000) engineering hours, which may only be used to provide specific software enhancements to the County for functionality and development items that are not currently covered in the Functional Requirements.

(iii) Resource Availability. TR agrees to have TR Professional Services and Product Management teams available remotely or on-site through the delivery of all agreed Go-Live requirements during the Phased Go-Live Period. TR and County will work in good faith to identify high priority business processes for which designated TR team members will be available on-site as needed during the first calendar year of production, i.e. through May 1, 2020, to support, pursuant to a schedule to be mutually agreed to by the parties.

3. Pricing and Payment. The County has entered into Agreement for Payment for Software Implementation and Services Option #2 originally set forth in section 2.2 of Attachment PRC. The revised pricing details and payment schedule are attached hereto as Exhibit "PRC1" ("Payment Schedule Revisions").

3.1 Annuity Payment. As per Item 4 in Change Order CA0914001-CR018, in 2015 the County released a partial payment for Annuity Payment No. 5 in the amount of \$1,000,000.00. Under this Amendment the remaining portion of Annuity Payment No. 5 in the amount of \$647,673.00 shall be waived. Annuity Payment No. 6, in the amount of \$1,647,673.00 will be invoiced on the successful completion of the Phased Go-Live Period, as evidenced by the Phased Go-Live Acceptance and subsequent annual Annuity Payment Nos. 7, 8, and 9, each in the amount of \$1,647,673, will all be invoiced annually on the anniversary of the Phased Go-Live Acceptance date through 2022. Annuity Payment No. 10, in the amount of \$1,647,673.00, will be divided in half (\$823,836.50) and added to the amounts allocated for Holdback #1 and Holdback #2.

3.2 Holdback Payments.

3.2.1 The holdback described in Section 3.2.1 of Amendment 2 will be increased from two holdback payments of one million five hundred thirty-four thousand seven hundred thirty-two dollars and fifty cents (\$1,534,732.50) to two holdback payments of two million three hundred fifty-eight thousand five hundred sixty-nine dollars (\$2,358,569.00) each, for a total holdback amount of four million, seven hundred seventeen thousand three hundred eighteen dollars (\$4,717,318.00).

3.2.2 The first holdback payment will be due and payable on the first anniversary of Phased Go-Live Acceptance as described above in Sections 2.2 and 2.3 of this Amendment. Provided that Phased Go-Live Acceptance is completed on schedule as set forth in Section 2.2, the first anniversary will be May 1, 2020.

3.2.3 The second holdback payment will be due and payable upon Final Acceptance of the IPTMS, and notwithstanding anything to the contrary contained in the Agreement or any prior amendments thereto, such Final Acceptance will be deemed to occur on the later of: (i) the second anniversary of Phased Go-Live Acceptance and (ii) verification by the County of TR's implementation of the Post-Go-Live Requirements in the Post-Go-Live Version of the Software.

3.2.4 For clarity, the terms in this Section 3.2 (Holdback Payments) of this Third Amendment replace and supersede all prior terms and conditions relating to holdback payments in the Agreement and any prior amendments thereto.

3.3 Maintenance and Support Payments. The payments for maintenance and support services as described in Section 5 of Attachment PRC1 will commence as set forth in this Section 3.3. In addition to the County's credit of four hundred thousand dollars (\$400,000) to be applied to the first year's maintenance and support as described in Amendment #2 of the Agreement, the County will also receive an additional credit toward the first year's maintenance and support fee in the amount of four hundred eighty thousand dollars (\$480,000) for functionality delivered after October 26, 2018. The first year of annual maintenance and support will be due within one hundred eighty (180) days of the date of Phased Go-Live Acceptance in the amount of two hundred seventy-three thousand six hundred fifteen dollars (\$273,615). Subsequent annual maintenance and support payments will be due annually on each anniversary of Phased Go-Live Acceptance and subject to the payment amounts identified in Attachment PRC1 of the Agreement.

4. Attachments. The following documents attached hereto are incorporated by reference and made a part of the agreement with the same force and effect as through set forth in their entirety herein.

4.1 Attachment PRC1. Attachment PRC (Pricing) of the Agreement is deleted in its entirety and replaced with the attached PRC1.

4.2 Schedule SCH1. Attachment SCH (Schedule) of the Agreement is deleted in its entirety and replaced with the attached SCH1.


5. Nature of Amendment.

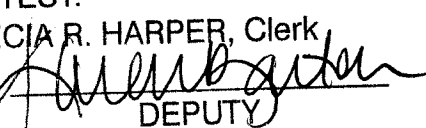
This Amendment shall be a binding change order that modifies the terms and conditions of the Agreement pursuant to Section 14.30 of the Agreement. Except as set forth herein or in a separate change order entered into pursuant to Attachment CHG, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.


COUNTY

COUNTY OF RIVERSIDE

BY: 
NAME: KEVIN JEFFRIES
TITLE: CHAIRMAN, BOARD OF SUPERVISORS
DATE: APR 30 2019

ATTEST:
KECIA R. HARPER, Clerk
By: 
DEPUTY

MANATRON, INC. – A THOMSON REUTERS BUSINESS
TAX PROFESSIONALS – GOVERNMENT

BY: 
NAME: Kim Carter
TITLE: Vice President, Finance
DATE: 4/25/2019

FORM APPROVED COUNTY COUNSEL

BY: MCT 25 APR 2019
MICHAEL C. THOMAS DATE

Attachment PRC1

Pricing Details

1 General

1.1 *Payment Processes*

This Attachment identifies pricing details and milestone acceptance procedures for Software and Services provided to the County under the terms of the Agreement. There shall be two distinct payment processes for the project:

- a. **Cash Payment** – This project is being paid for under a set of extended payment terms. Manatron will provide most project Services in advance of actual Cash Payment. These Services will be advanced in exchange for a commitment by the County to pay for them over a period of 10 years at a fixed interest rate of 5%. These payments will be for all funds not reserved in the 20% holdback, and the schedule for their payment is set forth below. Section 2 below sets forth the Cash Payment terms of this Agreement.
- b. **Acceptance of License Fees and Services** – Given the financing model of this project, most Manatron Services and all license fees will be provided well in advance of the actual payment for them. As such, a legal mechanism is required to ensure that the licenses and Services provided are still legally accepted, even if they are not paid for yet under the extended payment terms or by release of the holdback. Section 3 below sets forth the acceptance milestones associated with the license fees and Services. These milestones will be accepted pursuant to the policy and procedure set forth in Attachments ATP and SOW.

1.2 *Reconciliation of Payments*

In the event of any termination or cancellation of the Agreement pursuant to Section 6 of this Attachment or Attachment TRM, then at the time such termination or cancellation becomes effective, there will be a reconciliation between (i) the amounts that are subject to release pursuant to the completion of accepted milestones as of the date of termination, adjusted by any agreed termination amount payable to Manatron in accordance with Section 6 of this Attachment or Attachment TRM; and (ii) the actual amounts already paid to Manatron either in the form of cash annuity payments or the release of any holdback amounts. If the amounts already paid by the County exceed the amount due to Manatron at termination, then Manatron will promptly refund the difference to the County. If the

Attachment PRC1 Pricing Details

amounts already paid by the County are less than the amount due to Manatron at termination, then the County will promptly pay the difference to Manatron.

2 Payment for Software Implementation and Services

2.1 *This section no longer applies and has been deleted in its entirety.*

2.2 Option #2

There are two options associated with the project implementation. Under **Option #2** the total amended fees associated with the project are **\$16,152,046 USD**. These fees include all licenses, Software modules, third-party products and bundled Software as identified in Attachment LSM and as otherwise referenced throughout this Agreement. Provided that the County remains current and up to date with the Maintenance and Support fees set forth in this Attachment, the County will not be required to pay additional license fees for any patch, Release or new Version of the Software. The breakdown of these fees is as follows:

Software Implementation & Services	Contract Total Fees	Amended Total Fees
Project Management Services	\$1,452,396	\$804,723
Implementation Services	\$9,538,348	\$9,538,348
License Fees	\$5,808,975	\$5,808,975
Project Total	\$16,799,719	\$16,152,046

Option #2 increases the scope of Option #1 to include System setup and installation costs as well as additional training/mentoring scope. Payment for the project implementation will occur based upon a constructed annuity between Manatron and the County pursuant to the schedule set forth below, subject to a 20% holdback to be paid at Final Acceptance of the System. The following identifies the 10-year financing option offered by Manatron based on the following terms:

- 5% Interest Rate
- 20% Holdback on Software License fees and Implementation Services
- Assumes project start date: 10/04/2010; or the Monday following the County Board approval, if that occurs after 10/04/2010. If project start date is later than 10/04/2010, payment schedule shall be adjusted accordingly.

Attachment PRC1 Pricing Details

In the event the County decides not to use the annuity option, payment will be based on a milestone based payment approach as described in Acceptance of Software and Services.

In the event of early payment made by the County, no prepayment penalty will be incurred.

Term	Contract Payment Schedule Date	Amended Payment Schedule Date	Contract Annuity Payment	Amended Annuity Payment
1	12/01/2010	12/01/2010	\$1,647,673	\$1,647,673
2	12/01/2011	12/01/2011	\$1,647,673	\$1,647,673
3	12/01/2012	12/01/2012	\$1,647,673	\$1,647,673
4	12/01/2013	12/01/2013	\$1,647,673	\$1,647,673
5	12/01/2014	12/01/2014	\$1,647,673	\$1,000,000 *
6	12/01/2015	5/01/2019	\$1,647,673	\$1,647,673
7	12/01/2016	5/01/2020	\$1,647,673	\$1,647,673
8	12/01/2017	5/01/2021	\$1,647,673	\$1,647,673
9	12/01/2018	5/01/2022	\$1,647,673	\$1,647,673
10	12/01/2019	N/A **	\$1,647,673	--
Total			\$16,476,730	\$14,181,384

* \$647,673 concession by the vendor

** Annuity payment 10 divided in half and moved to Holdback Payments 1 and 2. See Holdback Schedule below.

Attachment PRC1 Pricing Details

The 20% holdback will be paid separately from the annuity after Go-Live during the Final Acceptance period as defined in Attachment SCH. The 20% holdback is calculated based upon the Implementation (\$9,538,348) and Licensing Fees (\$5,808,975) plus Annuity Payment No. 10. The project management fees are included in the annual annuity payments and are not subject to the 20% holdback. The holdback will be released based on the County's Final Acceptance as scheduled below:

Contract Holdback Payment Schedule	Contract Holdback Payment	Amended Holdback Payment Schedule	Amended Holdback Payment
12 months following Go-Live	\$1,023,155	12 months following Phased Go-Live Acceptance	\$2,358,569.00
18 months following Go-Live	\$1,023,155	N/A	
24 months following Go-Live	\$1,023,155	24 months following Phased Go-Live Acceptance	\$2,358,569.00
Total 20% Holdback	\$3,069,465		\$4,717,138.00

	Contract	Amended
Total 10 Year Cost of Ownership (including 7 years of Maintenance and Support)	\$28,385,730	\$26,858,057

3 This section no longer applies and has been deleted in its entirety.

4 Included and Optional Software and Services Pricing

The County has requested several optional items, both Software and Services related. Any optional items will be added to the project scope pursuant to the change management

Attachment PRC1 Pricing Details

process. In the event that optional items are added into the scope, they will be added to the remaining principle under the annuity after a twenty (20) percent holdback has been removed. The revised principle will then have a 5% interest rate applied and a new annuity payment will be calculated against the remainder of the ten (10) year term. They are set forth as follows and as defined in Attachment LSM:

Manatron eGovernment – The license fee for this software is included. Services associated with the implementation of eGovernment are included in the pricing identified in this Agreement.

Manatron GRM Recorder – The license fee for this software is included. Services associated with an optional implementation of Recorder will be agreed to as part of a change order to implement the software.

Document Management Repository – Should the County opt to implement OnBase or Documentum, the fees for Integration Services are included in the cost of this Agreement. Manatron has provided the optional not-to-exceed pricing of **\$310,000 USD** for OnBase licenses. If actual fees are less than this amount, the County will pay the lesser amount if the County chooses to license the product through Manatron.

Third-Party Software	Document Management System
OnBase License Fees	\$310,000
OnBase Maintenance Fees	No charge to the County

If the County chooses to implement SharePoint as a document management system, the cost for configuring SharePoint to serve as that repository is **\$661,700 USD**.

End User Training – The current pricing set forth above is for training using a train the trainer approach. The County may elect to have Manatron provide full end user training. If the County elects to have Manatron provide full end user training for all end users in all three departments, the total estimated cost to the County is **\$850,200 US**. If the County elects this option, the pricing is broken out as follows amongst the various County offices. The County may elect to purchase end-user training for all three offices or for each individually. End User training includes the Manatron Learning Resource Module through Manatron’s Learning Management System at no additional cost to the County.

Attachment PRC1 Pricing Details

Cost of End User Training in Aggregate

County Department	End User Training
ACR	\$612,432
ACO	\$81,057
TTC	\$156,711
Total	\$850,200

The above costs are based upon the section and end user counts provided in Attachment TRN and the following Assumptions:

- Each classroom session is limited to 12 students.
- The above listed sums are in aggregate, but the County may choose a lesser amount of training based upon the daily rate.
- A time and materials “day” is 6 hours billed at \$200 per hour, which is an all-inclusive hourly rate as defined in Section 10 of this Attachment.
- Calculations include a one-time materials preparation cost, which is fixed at \$6379 per class type. The cost does not apply to repeat sessions of each class type.
- Estimated user count at the time of the contract signing is 507.
- The total number of trainer days to meet the estimated user count is 472.
- Multiple classrooms will be available to allow for classrooms sessions to run concurrently during training periods.

Onsite Report Development Mentoring (Included in Option #2) – The County has requested pricing for onsite Services associated with mentoring County individuals in the System architecture in order to facilitate the development of reports for the production system. This mentoring will be provided over the course of forty-two (42) weeks throughout the project beginning in month seven (7) of the project, unless an alternate schedule is otherwise mutually agreed between the parties. The cost to the County will be forty-two (42) weeks of mentoring @ \$8,000 per week = **\$336,000 USD.**

Report Development Services - If the County chooses to have Manatron perform Report Development Services, the cost to the County will be **\$1,173,000 USD.**

Installation Services (Included in Option #2) - If the County chooses to have Manatron conduct all hardware and Software installation, configuration, setup, and related infrastructure activities to install the Software, the cost to the County will be **\$459,615 USD.**

Attachment PRC1 Pricing Details

5 Maintenance and Support Services Pricing

Maintenance and Support Services cover all Software modules, third-party products and bundled Software as identified in Attachment LSM and as otherwise referenced throughout this Agreement. The payment for Maintenance and Support Services provided as part of this Agreement shall commence six (6) months after Phased Go-Live Acceptance.

The fees associated with these Services shall have an annual increase no greater than the amount of 3% or the Consumer Price Index (CPI) - All Urban Consumers (all items) for Los Angeles, Riverside, and Orange counties increases for the previous one year, whichever is less, without going negative. If the CPI goes negative, the fees for these Services shall remain unchanged. In no event, shall the County pay more than the following amounts:

Seven (7) Year Payment Plan / Payment Schedule Date	Maintenance and Support Fees at a 3% Increase per Year
November 1, 2019	\$273,615 *
May 1, 2020	\$1,188,224
May 1, 2021	\$1,223,871
May 1, 2022	\$1,260,587
May 1, 2023	\$1,298,404
May 1, 2024	\$1,337,357
May 1, 2025	\$1,377,477
Total	\$7,959,535

* \$880,000 concession by the vendor

Manatron will provide Phase Maintenance and Support Services to any Software delivered incrementally prior to the beginning of Maintenance and Support at no additional cost to the County.

Following the initial seven-year pricing period described above, Manatron will have the opportunity to adjust these support fees or renegotiate another mutually agreeable Maintenance and Support fee cap for subsequent periods following similar terms as defined in this Attachment.

Attachment PRC1 Pricing Details

There are two potential reductions to the above stated fees:

- A. The County can earn Maintenance and Support fee credits as a result of new business in California which Manatron secures. There are nine (9) named accounts listed below which Manatron has an interest in signing in California. Only one credit can be applied per Maintenance year, with a maximum number of nine (9) credits available to be earned. Additional accounts, and corresponding credits for other California counties not named below may be added through the change control process, The Maintenance and Support fee credit is calculated at five percent (5%) of the total license fees, with the exception of Ventura County which is calculated at ten percent (10%) of the total license fees. The Maintenance and Support fee credits can be earned by the County subject to the following schedule:

County	Maintenance and Support Fee Credit
Los Angeles County	\$290,448.75
San Diego County	\$290,448.75
Contra Costa County	\$290,448.75
Orange County	\$290,448.75
San Francisco County & City	\$290,448.75
San Bernardino County	\$290,448.75
Santa Clara County	\$290,448.75
Sacramento County	\$290,448.75
Ventura County	\$580,897.50
Total Credit Available	\$2,904,487.50

- B. The County can also separately receive Maintenance and Support fee credits, with no limits, as a result of Manatron's failure to resolve Priority 1 items as set forth in Attachment MNT. This credit is in the amount of \$5,000 per continuous 24-hour period of the non-conformance. In the event that this occurs, the Maintenance and Support fee for the following year will be credited by the total amount accrued during the prior year.

Attachment PRC1

Pricing Details

6 This section no longer applies and has been deleted in its entirety.

7 Warranty

Warranty Services are provided to the County at no additional cost. Warranty begins at the end of IPTMS acceptance by the County at the time of Go-Live. The Warranty period is twelve (12) calendar months. Warranty services include all Services identified in Attachment MNT for Maintenance and Support in addition to any other remedies described in this Agreement.

8 Fees and Payment Terms

8.1 Invoices/Acceptance

Manatron invoices related to this Agreement shall be paid by the County on a net 60 basis. If County delays an invoice payment for any reason, County shall promptly notify Manatron in writing of the reasons for such delay. Prior to the due date of an annuity, cash payment event or other payment due under this Agreement, Manatron will deliver an invoice (with supporting information) directly to the County for the associated amount due. Once the County receives the invoice, payment for the amount due will be made within sixty (60) days.

8.2 Most Favored Pricing Terms

Manatron represents and warrants that the pricing provided to the County for the Software and Services provided to the County during the term of this Agreement are and shall continue to be equal to or more favorable than the pricing terms presented to any other comparably sized jurisdiction within the State of California. In the event that Manatron offers terms which are more favorable to a comparably sized jurisdiction, the County shall be entitled to a pro-rata credit against future Maintenance and Support Services equal to the net amount per parcel that the County has been charged over and above the more favorable terms offered in the marketplace.

8.3 Payment of Change Orders

1. Payment for change orders by the County will be based on the following schedule, following invoicing as described in this Attachment:
 - a. The County shall pay 50% of the price to Manatron when the change has passed user acceptance testing.
 - b. The County shall pay the remaining 50% upon final acceptance of the change.

Attachment PRC1

Pricing Details

2. Change order billing rates are as defined in Section 12 of this Attachment unless a fixed priced for the change has been negotiated in the written change order.

8.4 Taxes

Manatron must pay all other applicable taxes, including, but not limited to, any taxes based upon Manatron's income, employer obligations, or property. Manatron confirms that the amount of sales or user taxes to be paid by the County for the Software, Services, products or other items provided under this Agreement is zero.

8.5 Third-Party and Bundled Software

The license fees set forth in this Agreement include the cost for the following Third-Party/Bundled Software:

- Crystal Reports Version XI Release 2 (all required licenses including but not limited to Runtime, Developer)
- ComponentArt it is v3.0
- Telerik v 2010.1.
- Aspose Words and Cells – v7.0
- NAnt
- Microsoft SSRS ReportViewer Control 2005

Third-Party/Bundled Software carry the same perpetual license grant as is set forth in this Agreement. Once the entire license fee is paid, the County has the right to use and run the software in perpetuity. Furthermore, provided Maintenance and Support fees are paid up to date, these licenses will be updated in perpetuity. Any additional third-party software incorporated into the Software by Manatron through the course of this Agreement will be provided to the County under the same terms as defined in this Attachment at no additional cost to the County.

Additionally, the County is advised to license the following Third-Party products independently from Manatron, as further described in Attachment CFG, in order to ensure the proper functioning of the Software:

- SQL Server Enterprise Edition
- Windows Server

Attachment PRC1 Pricing Details

9 Performance Bond

Manatron will provide a Performance Bond valued at \$7,000,000 for this Agreement in a form that is reasonably acceptable to County. The bond shall be maintained and in effect until Final Acceptance. The estimated cost for the procurement of the bond is \$149,500 and will be borne by Manatron as part of the Services rendered under the terms of this Agreement. Manatron will provide the County with an original copy of the Performance Bond within 30 calendar days of the Effective Date.

10 Fixed Price Contract/No Hourly Limits

This Agreement is a fixed price contract between Manatron and County. The work to be done by Manatron pursuant to this Agreement shall be done only at a fixed price or prices, as stated in this Agreement, to be paid by County. That is, the fixed price or prices shall remain unchanged regardless of the amount of staff hours it takes Manatron or the other costs Manatron must incur to correctly accomplish the work. Manatron shall not be entitled to any adjustment to such fixed price unless County has agreed in writing to an adjustment pursuant to the change order process set forth in Attachment CHG.

County shall have no obligation to reimburse Manatron for any costs or expenses related to Manatron's performance of this Agreement, including but not limited to any travel expenses. All of the Manatron fixed prices, fees and hourly rates stated in this Agreement are inclusive of all Manatron expenses related to such work.

The hourly rates stated in Section 12 of this Attachment shall apply to adjustments to the fixed price pursuant to the change order process set forth in Attachment CHG or as otherwise provided in the Agreement.

11 Software Delivery

Manatron will deliver all Software, including updates, enhancements or corrections and installation instructions, to the County using standard network file transfer protocol (FTP) or other mutually agreed upon electronic means.

12 Professional Services

Professional Services consists of installation and Implementation Services, project and product management, training, consulting and support services, software configuration and conversion services. This Attachment identifies and details the Manatron positions and compensation rates in providing the various forms of Professional Services performed under the terms of this Agreement.

Attachment PRC1 Pricing Details

CLASSIFICATION/POSITION	HOURLY RATE (USD)
Project Sponsor	\$200
Project Manager	\$200
Product Manager	\$200
Lead Business Analyst	\$200
Lead Conversion Analyst	\$200
Lead Trainer	\$200
Conversion Engineer	\$200
Tax Business Analyst	\$200
Subject Matter Expert	\$200

Manatron agrees to fully cooperate with the delivery of Documentation and other forms of collaboration available to support claimed labor units.

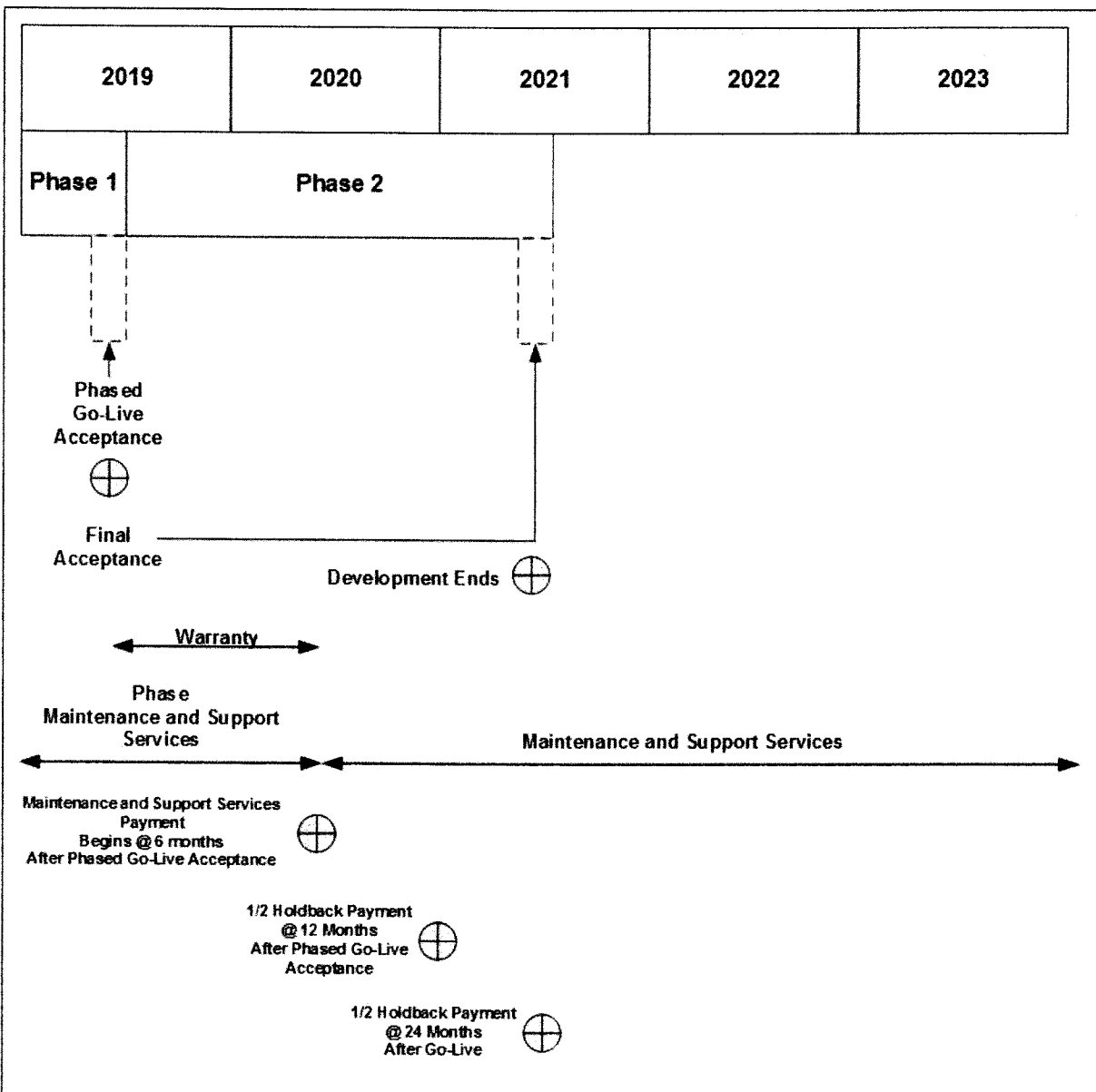
In the event there are Manatron classifications or positions needed for the project which have not been listed above, the parties will work in good faith to agree upon the hourly rates for such classifications or positions. However, in no event shall the hourly rate exceed \$200 per hour.

Attachment SCH1

Schedule and Work Breakdown Structure

1 General

This Schedule and Work Breakdown Structure (SCH) identifies specific task definitions for Manatron and the County for the development, implementation and warranty of an Integrated Property Tax Management System (IPTMS) for the County. The details in this Attachment correspond to the Statement of Work details specified in Attachment SOW. The following diagram summarizes the timing and terminologies.





Attachment SCH1 Schedule and Work Breakdown Structure

Work Breakdown Structure to be revised at a future date.

ID	Task Name	Duration	Start	Finish	% Complete	2010	2012	2014	2016	2018	2020
1	Riverside County IPTMS	2580 days	10/4/10	9/11/20	0%						
2	Project Kickoff	0 days	10/4/10	10/4/10	0%						
3	Project Start Date	0 days	10/4/10	10/4/10	0%						
4	Fit/Gap Architectural Validation	39 days	10/4/10	12/1/10	0%						
5	ACR	2 wks	10/4/10	10/18/10	0%						
6	ACO	1 wk	10/19/10	10/25/10	0%						
7	TTC	1 wk	10/26/10	11/1/10	0%						
8	Summary Confirmation	30 edays	11/1/10	12/1/10	0%						
9	Go / No-Go Decision	0 days	12/1/10	12/1/10	0%						
10	Full Fit/Gap Analysis	145 days	12/1/10	6/29/11	0%						
11	Configure servers and GRM for Analysis	2 wks	12/2/10	12/15/10	0%						
12	ACR	6 emons	12/1/10	5/30/11	0%						
13	ACO	6 emons	12/1/10	5/30/11	0%						
14	TTC	6 emons	12/1/10	5/30/11	0%						
15	Summary Confirmation	30 edays	5/30/11	6/29/11	0%						
16	Full Go / No-Go Decision	0 days	6/29/11	6/29/11	0%						
17	Project Initiation	30 days	12/2/10	1/14/11	0%						
18	Project Management Plan	30 days	12/2/10	1/14/11	0%						
19	Schedule Management Plan	30 days	12/2/10	1/14/11	0%						
20	Scope Management Plan	30 days	12/2/10	1/14/11	0%						
21	Issue Management Plan	30 days	12/2/10	1/14/11	0%						
22	Quality Management Plan	30 days	12/2/10	1/14/11	0%						
23	Change Management Plan	30 days	12/2/10	1/14/11	0%						
24	Risk Management Plan	30 days	12/2/10	1/14/11	0%						
25	Resource Management Plan	30 days	12/2/10	1/14/11	0%						
26	Communications Management Plan	30 days	12/2/10	1/14/11	0%						
27	Configuration Management Plan	30 days	12/2/10	1/14/11	0%						
28	Other Project Management Deliverables	30 days	12/2/10	1/14/11	0%						
29	Phased Implementation Plan	30 days	12/2/10	1/14/11	0%						
30	Transitional Interface Plan	30 days	12/2/10	1/14/11	0%						
31	Application Architecture	30 days	12/2/10	1/14/11	0%						
32	Technical Architecture	30 days	12/2/10	1/14/11	0%						



Attachment SCH1 Schedule and Work Breakdown Structure

ID	Task Name	Duration	Start	Finish	% Complete	2010	2012	2014	2016	2018	2020
33	Entity Relationship Diagram	30 days	12/2/10	1/14/11	0%	10%					
34	Data Dictionary	30 days	12/2/10	1/14/11	0%	5%					
35	Test Plan	30 days	12/2/10	1/14/11	0%	5%					
36	Training Plan	30 days	12/2/10	1/14/11	0%	5%					
37	General System Requirements Confirmation	30 days	12/2/10	1/14/11	0%	5%					
38	Build System Environments	193 days	10/4/10	7/13/11	0%	0%					
39	System Specifications	5 days	10/4/10	10/8/10	0%	0%					
40	Manatron provides hardware, software and network specifications	0 days	10/4/10	10/4/10	0%	0%					
41	Confirm timing for acquisition and implementation of environments	1 wk	10/4/10	10/8/10	0%	0%					
42	County approves specifications and timing	0 days	10/8/10	10/8/10	0%	0%					
43	Development Environments	43 days	12/2/10	2/3/11	0%	0%					
44	Order all development equipment and services	20 days	12/2/10	12/30/10	0%	0%					
45	Implement Configuration Management Environment	20 edays	1/14/11	2/3/11	0%	0%					
46	Implement Development Environment	20 edays	1/14/11	2/3/11	0%	0%					
47	Implement Testing Environment	20 edays	1/14/11	2/3/11	0%	0%					
48	Production Environments	43 days	5/12/11	7/13/11	0%	0%					
49	Order all production equipment and services	20 days	5/12/11	6/9/11	0%	0%					
50	Implement Quality Assurance Environment	20 edays	6/23/11	7/13/11	0%	0%					
51	Implement Certification Environment	20 edays	6/23/11	7/13/11	0%	0%					
52	Implement Reporting Environment	20 edays	6/23/11	7/13/11	0%	0%					
53	Implement Handheld Field Device Environment	20 edays	6/23/11	7/13/11	0%	0%					
54	Implement Production Environment	20 edays	6/23/11	7/13/11	0%	0%					
55	Phased Implementation and Development	720 days	10/4/10	7/26/13	0%	0%					
56	Phase One	240 days	10/4/10	9/19/11	0%	0%					
57	ACR Departmental Phased Developments	180 days	10/4/10	6/23/11	0%	0%					
58	Departmental Phased Requirements Confirmation	9 mons	10/4/10	6/23/11	0%	0%					
59	Departmental Phased Design Specifications	180 days	10/4/10	6/23/11	0%	0%					
60	The implementation of product software or frameworks	9 mons	10/4/10	6/23/11	0%	0%					
61	Design details for customized or custom-developed software	9 mons	10/4/10	6/23/11	0%	0%					
62	User Interface details	9 mons	10/4/10	6/23/11	0%	0%					
63	Data Interface details between the PTMS's, GRM CustomCAMA a	9 mons	10/4/10	6/23/11	0%	0%					
64	Physical data model details to support the implementation	9 mons	10/4/10	6/23/11	0%	0%					



Attachment SCH1 Schedule and Work Breakdown Structure

ID	Task Name	Duration	Start	Finish	% Complete	2010	2012	2014	2016	2018	2020
						H1	H2	H1	H2	H1	H2
65	Transitional interface details required to support the implementation	9 mons	10/4/10	6/23/11	0%						
66	Deliverables related to the phased designs	180 days	10/4/10	6/23/11	0%						
67	Detailed hardware, software, and network specifications	9 mons	10/4/10	6/23/11	0%						
68	Requirements Confirmation and Fit/Gap Report	9 mons	10/4/10	6/23/11	0%						
69	Detailed Solution Design	9 mons	10/4/10	6/23/11	0%						
70	Data Documents (ERD, mapping, Dictionary, et al)	9 mons	10/4/10	6/23/11	0%						
71	Departmental Phased Data Conversion complete	9 mons	10/4/10	6/23/11	0%						
72	Departmental Phased Software Development and Test	9 mons	10/4/10	6/23/11	0%						
73	Departmental Phased Transitional Interface Development and Test	9 mons	10/4/10	6/23/11	0%						
74	Departmental Phased System Test and Data Development	9 mons	10/4/10	6/23/11	0%						
75	Departmental Phased Stress/Performance/Load Test and Data Development	9 mons	10/4/10	6/23/11	0%						
76	Departmental Phased User Acceptance Test and Data Development	9 mons	10/4/10	6/23/11	0%						
77	Departmental Phased System Test Execution	9 mons	10/4/10	6/23/11	0%						
78	Departmental Phased Stress/Performance/Load Test Execution	9 mons	10/4/10	6/23/11	0%						
79	Departmental Phased Training Material Development	9 mons	10/4/10	6/23/11	0%						
80	Departmental Phased Train-the-Trainers Sessions	9 mons	10/4/10	6/23/11	0%						
81	ACO Departmental Phased Developments	180 days	10/4/10	6/23/11	0%						
82	Departmental Phased Requirements Confirmation	9 mons	10/4/10	6/23/11	0%						
83	Departmental Phased Design Specifications	180 days	10/4/10	6/23/11	0%						
84	The implementation of product software or frameworks	9 mons	10/4/10	6/23/11	0%						
85	Design details for customized or custom-developed software	9 mons	10/4/10	6/23/11	0%						
86	User Interface details	9 mons	10/4/10	6/23/11	0%						
87	Data Interface details between the PTMS's, GRM CustomCAMA a	9 mons	10/4/10	6/23/11	0%						
88	Physical data model details to support the implementation	9 mons	10/4/10	6/23/11	0%						
89	Transitional interface details required to support the implementation	9 mons	10/4/10	6/23/11	0%						
90	Deliverables related to the phased designs	180 days	10/4/10	6/23/11	0%						
91	Detailed hardware, software, and network specifications	9 mons	10/4/10	6/23/11	0%						
92	Requirements Confirmation and Fit/Gap Report	9 mons	10/4/10	6/23/11	0%						
93	Detailed Solution Design	9 mons	10/4/10	6/23/11	0%						
94	Data Documents (ERD, mapping, Dictionary, et al)	9 mons	10/4/10	6/23/11	0%						
95	Departmental Phased Data Conversion complete	9 mons	10/4/10	6/23/11	0%						
96	Departmental Phased Software Development and Test	9 mons	10/4/10	6/23/11	0%						

IPITMS + CAMA Work Breakdown Structure and Schedule

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Page 3



Attachment SCH1 Schedule and Work Breakdown Structure

ID	Task Name	Duration	Start	Finish	% Complete	Year																	
						2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020							
97	Departmental Phased Transitional Interface Development and Test	9 mons	10/4/10	6/23/11	0%																		
98	Departmental Phased System Test and Data Development	9 mons	10/4/10	6/23/11	0%																		
99	Departmental Phased Stress/Performance/Load Test and Data Development	9 mons	10/4/10	6/23/11	0%																		
100	Departmental Phased User Acceptance Test and Data Development	9 mons	10/4/10	6/23/11	0%																		
101	Departmental Phased System Test Execution	9 mons	10/4/10	6/23/11	0%																		
102	Departmental Phased Stress/Performance/Load Test Execution	9 mons	10/4/10	6/23/11	0%																		
103	Departmental Phased Training Material Development	9 mons	10/4/10	6/23/11	0%																		
104	Departmental Phased Train-the-Trainers Sessions	9 mons	10/4/10	6/23/11	0%																		
105	TTC Departmental Phased Developments	180 days	10/4/10	6/23/11	0%																		
106	Departmental Phased Requirements Confirmation	9 mons	10/4/10	6/23/11	0%																		
107	Departmental Phased Design Specifications	180 days	10/4/10	6/23/11	0%																		
108	The implementation of product software or frameworks	9 mons	10/4/10	6/23/11	0%																		
109	Design details for customized or custom-developed software	9 mons	10/4/10	6/23/11	0%																		
110	User Interface details	9 mons	10/4/10	6/23/11	0%																		
111	Data Interface details between the PTMS's, GRM CustomCAMA a	9 mons	10/4/10	6/23/11	0%																		
112	Physical data model details to support the implementation	9 mons	10/4/10	6/23/11	0%																		
113	Transitional interface details required to support the implementatio	9 mons	10/4/10	6/23/11	0%																		
114	Deliverables related to the phased designs	180 days	10/4/10	6/23/11	0%																		
115	Detailed hardware, software, and network specifications	9 mons	10/4/10	6/23/11	0%																		
116	Requirements Confirmation and Fill/Gap Report	9 mons	10/4/10	6/23/11	0%																		
117	Detailed Solution Design	9 mons	10/4/10	6/23/11	0%																		
118	Data Documents (ERD, mapping, Dictionary, et al)	9 mons	10/4/10	6/23/11	0%																		
119	Departmental Phased Data Conversion complete	9 mons	10/4/10	6/23/11	0%																		
120	Departmental Phased Software Development and Test	9 mons	10/4/10	6/23/11	0%																		
121	Departmental Phased Transitional Interface Development and Test	9 mons	10/4/10	6/23/11	0%																		
122	Departmental Phased System Test and Data Development	9 mons	10/4/10	6/23/11	0%																		
123	Departmental Phased Stress/Performance/Load Test and Data Develo	9 mons	10/4/10	6/23/11	0%																		
124	Departmental Phased User Acceptance Test and Data Development	9 mons	10/4/10	6/23/11	0%																		
125	Departmental Phased System Test Execution	9 mons	10/4/10	6/23/11	0%																		
126	Departmental Phased Stress/Performance/Load Test Execution	9 mons	10/4/10	6/23/11	0%																		
127	Departmental Phased Training Material Development	9 mons	10/4/10	6/23/11	0%																		
128	Departmental Phased Train-the-Trainers Sessions	9 mons	10/4/10	6/23/11	0%																		



Attachment SCH1 Schedule and Work Breakdown Structure

ID	Task Name	Duration	Start	Finish	%	Complete																	
						2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020							
161	Departmental Phased Train-the-Trainers Sessions	9 mons	9/20/11	6/1/12	0%																		
162	ACO Departmental Phased Developments	180 days	9/20/11	6/1/12	0%																		
163	Departmental Phased Requirements Confirmation	9 mons	9/20/11	6/1/12	0%																		
164	Departmental Phased Design Specifications	180 days	9/20/11	6/1/12	0%																		
165	The implementation of product software or frameworks	9 mons	9/20/11	6/1/12	0%																		
166	Design details for customized or custom-developed software	9 mons	9/20/11	6/1/12	0%																		
167	User Interface details	9 mons	9/20/11	6/1/12	0%																		
168	Data Interface details between the PTMS's, GRM CustomCAMA a	9 mons	9/20/11	6/1/12	0%																		
169	Physical data model details to support the implementation	9 mons	9/20/11	6/1/12	0%																		
170	Transitional interface details required to support the implementatio	9 mons	9/20/11	6/1/12	0%																		
171	Deliverables related to the phased designs	180 days	9/20/11	6/1/12	0%																		
172	Detailed hardware, software, and network specifications	9 mons	9/20/11	6/1/12	0%																		
173	Requirements Confirmation and Fit/Gap Report	9 mons	9/20/11	6/1/12	0%																		
174	Detailed Solution Design	9 mons	9/20/11	6/1/12	0%																		
175	Data Documents (ERD, mapping, Dictionary, et al)	9 mons	9/20/11	6/1/12	0%																		
176	Departmental Phased Data Conversion complete	9 mons	9/20/11	6/1/12	0%																		
177	Departmental Phased Software Development and Test	9 mons	9/20/11	6/1/12	0%																		
178	Departmental Phased Transitional Interface Development and Test	9 mons	9/20/11	6/1/12	0%																		
179	Departmental Phased System Test and Data Development	9 mons	9/20/11	6/1/12	0%																		
180	Departmental Phased Stress/Performance/Load Test and Data Develo	9 mons	9/20/11	6/1/12	0%																		
181	Departmental Phased User Acceptance Test and Data Development	9 mons	9/20/11	6/1/12	0%																		
182	Departmental Phased System Test Execution	9 mons	9/20/11	6/1/12	0%																		
183	Departmental Phased Stress/Performance/Load Test Execution	9 mons	9/20/11	6/1/12	0%																		
184	Departmental Phased Training Material Development	9 mons	9/20/11	6/1/12	0%																		
185	Departmental Phased Train-the-Trainers Sessions	9 mons	9/20/11	6/1/12	0%																		
186	TTC Departmental Phased Developments	180 days	9/20/11	6/1/12	0%																		
187	Departmental Phased Requirements Confirmation	9 mons	9/20/11	6/1/12	0%																		
188	Departmental Phased Design Specifications	180 days	9/20/11	6/1/12	0%																		
189	The implementation of product software or frameworks	9 mons	9/20/11	6/1/12	0%																		
190	Design details for customized or custom-developed software	9 mons	9/20/11	6/1/12	0%																		
191	User Interface details	9 mons	9/20/11	6/1/12	0%																		
192	Data Interface details between the PTMS's, GRM CustomCAMA a	9 mons	9/20/11	6/1/12	0%																		



Attachment SCH1 Schedule and Work Breakdown Structure

ID	Task Name	Duration	Start	Finish	% Complete	2010 2011 2012 2013 2014 2015 2016 2017 2018 2019																
						H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2			
193	Physical data model details to support the implementation	9 mons	9/20/11	6/1/12	0%																	
194	Transitional interface details required to support the implementation	9 mons	9/20/11	6/1/12	0%																	
195	Deliverables related to the phased designs	180 days	9/20/11	6/1/12	0%																	
196	Detailed hardware, software, and network specifications	9 mons	9/20/11	6/1/12	0%																	
197	Requirements Confirmation and Fit/Gap Report	9 mons	9/20/11	6/1/12	0%																	
198	Detailed Solution Design	9 mons	9/20/11	6/1/12	0%																	
199	Data Documents (ERD, mapping, Dictionary, et al)	9 mons	9/20/11	6/1/12	0%																	
200	Departmental Phased Data Conversion complete	9 mons	9/20/11	6/1/12	0%																	
201	Departmental Phased Software Development and Test	9 mons	9/20/11	6/1/12	0%																	
202	Departmental Phased Transitional Interface Development and Test	9 mons	9/20/11	6/1/12	0%																	
203	Departmental Phased System Test and Data Development	9 mons	9/20/11	6/1/12	0%																	
204	Departmental Phased Stress/Performance/Load Test and Data Development	9 mons	9/20/11	6/1/12	0%																	
205	Departmental Phased User Acceptance Test and Data Development	9 mons	9/20/11	6/1/12	0%																	
206	Departmental Phased System Test Execution	9 mons	9/20/11	6/1/12	0%																	
207	Departmental Phased Stress/Performance/Load Test Execution	9 mons	9/20/11	6/1/12	0%																	
208	Departmental Phased Training Material Development	9 mons	9/20/11	6/1/12	0%																	
209	Departmental Phased Train-the-Trainers Sessions	9 mons	9/20/11	6/1/12	0%																	
210	IP TMS Phased Deliverables	60 days	6/4/12	8/24/12	0%																	
211	IP TMS Phased Data Conversion complete	3 mons	6/4/12	8/24/12	0%																	
212	IP TMS Phased Inter-Departmental Interface Development and Test	3 mons	6/4/12	8/24/12	0%																	
213	IP TMS Phased System Test Execution	3 mons	6/4/12	8/24/12	0%																	
214	IP TMS Phased User Acceptance Test Execution	3 mons	6/4/12	8/24/12	0%																	
215	IP TMS Phased Deployment Plan Development	3 mons	6/4/12	8/24/12	0%																	
216	IP TMS Phased Data Conversion	3 mons	6/4/12	8/24/12	0%																	
217	IP TMS Phased Production Software Implementation	3 mons	6/4/12	8/24/12	0%																	
218	Phase Three	240 days	8/27/12	7/26/13	0%																	
219	ACR Departmental Phased Developments	180 days	8/27/12	5/3/13	0%																	
220	Departmental Phased Requirements Confirmation	9 mons	8/27/12	5/3/13	0%																	
221	Departmental Phased Design Specifications	180 days	8/27/12	5/3/13	0%																	
222	The implementation of product software or frameworks	9 mons	8/27/12	5/3/13	0%																	
223	Design details for customized or custom-developed software	9 mons	8/27/12	5/3/13	0%																	
224	User Interface details	9 mons	8/27/12	5/3/13	0%																	

IP TMS + CAMA Work Breakdown Structure and Schedule

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Attachment SCH1 Schedule and Work Breakdown Structure

ID	Task Name	Duration	Start	Finish	% Complete	2010 2011 2012 2013 2014 2015 2016 2017 2018 2019																
						H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	
225	Data Interface details between the PTMS's, GRM CustomCAMA a	9 mons	8/27/12	5/3/13	0%																	
226	Physical data model details to support the implementation	9 mons	8/27/12	5/3/13	0%																	
227	Transitional interface details required to support the implementatio	9 mons	8/27/12	5/3/13	0%																	
228	Deliverables related to the phased designs	180 days	8/27/12	5/3/13	0%																	
229	Detailed hardware, software, and network specifications	9 mons	8/27/12	5/3/13	0%																	
230	Requirements Confirmation and Fit/Gap Report	9 mons	8/27/12	5/3/13	0%																	
231	Detailed Solution Design	9 mons	8/27/12	5/3/13	0%																	
232	Data Documents (ERD, mapping, Dictionary, et al)	9 mons	8/27/12	5/3/13	0%																	
233	Departmental Phased Data Conversion complete	9 mons	8/27/12	5/3/13	0%																	
234	Departmental Phased Software Development and Test	9 mons	8/27/12	5/3/13	0%																	
235	Departmental Phased Transitional Interface Development and Test	9 mons	8/27/12	5/3/13	0%																	
236	Departmental Phased System Test and Data Development	9 mons	8/27/12	5/3/13	0%																	
237	Departmental Phased Stress/Performance/Load Test and Data Develo	9 mons	8/27/12	5/3/13	0%																	
238	Departmental Phased User Acceptance Test and Data Development	9 mons	8/27/12	5/3/13	0%																	
239	Departmental Phased System Test Execution	9 mons	8/27/12	5/3/13	0%																	
240	Departmental Phased Stress/Performance/Load Test Execution	9 mons	8/27/12	5/3/13	0%																	
241	Departmental Phased Training Material Development	9 mons	8/27/12	5/3/13	0%																	
242	Departmental Phased Train-the-Trainers Sessions	9 mons	8/27/12	5/3/13	0%																	
243	ACO Departmental Phased Developments	180 days	8/27/12	5/3/13	0%																	
244	Departmental Phased Requirements Confirmation	9 mons	8/27/12	5/3/13	0%																	
245	Departmental Phased Design Specifications	180 days	8/27/12	5/3/13	0%																	
246	The implementation of product software or frameworks	9 mons	8/27/12	5/3/13	0%																	
247	Design details for customized or custom-developed software	9 mons	8/27/12	5/3/13	0%																	
248	User Interface details	9 mons	8/27/12	5/3/13	0%																	
249	Data Interface details between the PTMS's, GRM CustomCAMA a	9 mons	8/27/12	5/3/13	0%																	
250	Physical data model details to support the implementation	9 mons	8/27/12	5/3/13	0%																	
251	Transitional interface details required to support the implementatio	9 mons	8/27/12	5/3/13	0%																	
252	Deliverables related to the phased designs	180 days	8/27/12	5/3/13	0%																	
253	Detailed hardware, software, and network specifications	9 mons	8/27/12	5/3/13	0%																	
254	Requirements Confirmation and Fit/Gap Report	9 mons	8/27/12	5/3/13	0%																	
255	Detailed Solution Design	9 mons	8/27/12	5/3/13	0%																	
256	Data Documents (ERD, mapping, Dictionary, et al)	9 mons	8/27/12	5/3/13	0%																	



Attachment SCH1 Schedule and Work Breakdown Structure

ID	Task Name	Duration	Start	Finish	% Complete	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
257	Departmental Phased Data Conversion complete	9 mons	8/27/12	5/3/13	0%											
258	Departmental Phased Software Development and Test	9 mons	8/27/12	5/3/13	0%											
259	Departmental Phased Transitional Interface Development and Test	9 mons	8/27/12	5/3/13	0%											
260	Departmental Phased System Test and Data Development	9 mons	8/27/12	5/3/13	0%											
261	Departmental Phased Stress/Performance/Load Test and Data Develk	9 mons	8/27/12	5/3/13	0%											
262	Departmental Phased User Acceptance Test and Data Development	9 mons	8/27/12	5/3/13	0%											
263	Departmental Phased System Test Execution	9 mons	8/27/12	5/3/13	0%											
264	Departmental Phased Stress/Performance/Load Test Execution	9 mons	8/27/12	5/3/13	0%											
265	Departmental Phased Training Material Development	9 mons	8/27/12	5/3/13	0%											
266	Departmental Phased Train-the-Trainers Sessions	9 mons	8/27/12	5/3/13	0%											
267	TTC Departmental Phased Developments	180 days	8/27/12	5/3/13	0%											
268	Departmental Phased Requirements Confirmation	9 mons	8/27/12	5/3/13	0%											
269	Departmental Phased Design Specifications	180 days	8/27/12	5/3/13	0%											
270	The implementation of product software or frameworks	9 mons	8/27/12	5/3/13	0%											
271	Design details for customized or custom-developed software	9 mons	8/27/12	5/3/13	0%											
272	User Interface details	9 mons	8/27/12	5/3/13	0%											
273	Data Interface details between the PTMS's, GRM Custom/CAMA a	9 mons	8/27/12	5/3/13	0%											
274	Physical data model details to support the implementation	9 mons	8/27/12	5/3/13	0%											
275	Transitional interface details required to support the implementatio	9 mons	8/27/12	5/3/13	0%											
276	Deliverables related to the phased designs	180 days	8/27/12	5/3/13	0%											
277	Detailed hardware, software, and network specifications	9 mons	8/27/12	5/3/13	0%											
278	Requirements Confirmation and Fit/Gap Report	9 mons	8/27/12	5/3/13	0%											
279	Detailed Solution Design	9 mons	8/27/12	5/3/13	0%											
280	Data Documents (ERD, mapping, Dictionary, et al)	9 mons	8/27/12	5/3/13	0%											
281	Departmental Phased Data Conversion complete	9 mons	8/27/12	5/3/13	0%											
282	Departmental Phased Software Development and Test	9 mons	8/27/12	5/3/13	0%											
283	Departmental Phased Transitional Interface Development and Test	9 mons	8/27/12	5/3/13	0%											
284	Departmental Phased System Test and Data Development	9 mons	8/27/12	5/3/13	0%											
285	Departmental Phased Stress/Performance/Load Test and Data Develk	9 mons	8/27/12	5/3/13	0%											
286	Departmental Phased User Acceptance Test and Data Development	9 mons	8/27/12	5/3/13	0%											
287	Departmental Phased System Test Execution	9 mons	8/27/12	5/3/13	0%											
288	Departmental Phased Stress/Performance/Load Test Execution	9 mons	8/27/12	5/3/13	0%											



Attachment SCH1 Schedule and Work Breakdown Structure

ID	Task Name	Duration	Start	Finish	% Complete	2010	2012	2014	2016	2018	2020
289	Departmental Phased Training Material Development	9 mons	8/27/12	5/3/13	0%						
290	Departmental Phased Train-the-Trainers Sessions	9 mons	8/27/12	5/3/13	0%						
291	IP TMS Phased Deliverables	60 days	5/6/13	7/26/13	0%						
292	IP TMS Phased Data Conversion complete	3 mons	5/6/13	7/26/13	0%						
293	IP TMS Phased Inter-Departmental Interface Development and Test	3 mons	5/6/13	7/26/13	0%						
294	IP TMS Phased System Test Execution	3 mons	5/6/13	7/26/13	0%						
295	IP TMS Phased User Acceptance Test Execution	3 mons	5/6/13	7/26/13	0%						
296	IP TMS Phased Deployment Plan Development	3 mons	5/6/13	7/26/13	0%						
297	IP TMS Phased Data Conversion	3 mons	5/6/13	7/26/13	0%						
298	IP TMS Phased Production Software Implementation	3 mons	5/6/13	7/26/13	0%						
299	Final Acceptance Signoff and Approval	574 days	7/26/13	10/8/15	0%						
300	Final Release Configuration Management	60 days	7/26/13	10/18/13	0%						
301	Final Source Code Escrow	10 e days	7/26/13	8/5/13	0%						
302	Final CM	60 days	7/29/13	10/18/13	0%						
303	ACR Approval	0 days	10/18/13	10/18/13	0%						
304	ACO Approval	0 days	10/18/13	10/18/13	0%						
305	TTC Approval	0 days	10/18/13	10/18/13	0%						
306	IP TMS Approval	0 days	10/18/13	10/18/13	0%						
307	Go-Live	0 days	10/18/13	10/18/13	0%						
308	Final Acceptance	24 emons	10/18/13	10/8/15	0%						
309	Maintenance and Support Services	1800 days	10/18/13	9/11/20	0%						
310	Year One	12 emons	10/18/13	10/13/14	0%						
311	Year Two	12 emons	10/13/14	10/8/15	0%						
312	Year Three	12 emons	10/8/15	10/2/16	0%						
313	Year Four	12 emons	10/2/16	9/27/17	0%						
314	Year Five	12 emons	9/27/17	9/22/18	0%						
315	Year Six	12 emons	9/22/18	9/17/19	0%						
316	Year Seven	12 emons	9/17/19	9/11/20	0%						