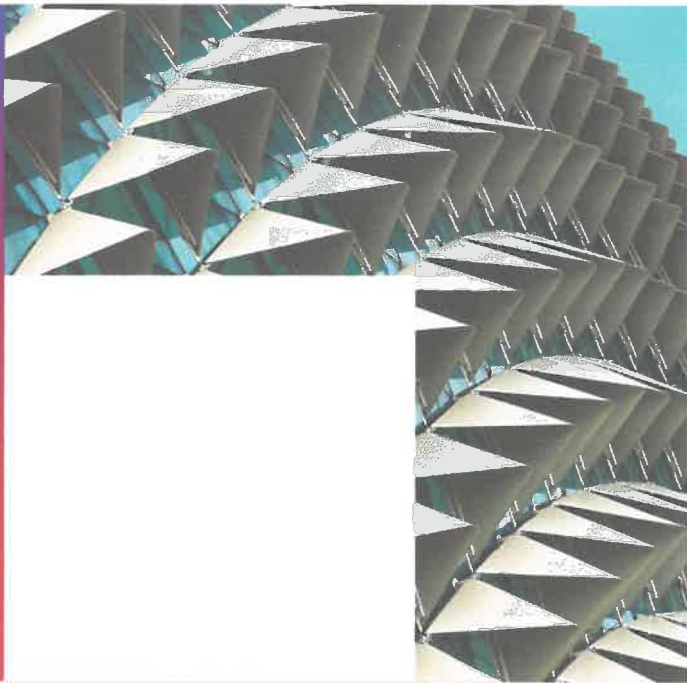


Response to West Virginia
State Budget Office CRFP
2300000001



Executive Budget Books Automation Software

West Virginia, State Budget Office

2023-02-02

02/03/23 11:57:44
WV Purchasing Division

Surabhi Subramanyam, Senior Vice President
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Part One: Technical Proposal

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The information in this proposal is submitted on 2023-02-02 on behalf of CGI by the following authorized representative: Surabhi Subramanyam.



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2023-02-02

State of West Virginia
Attn: Joseph E. Hager III
2019 Washington St E
Charleston, WV 25305

Subject: CRFP 2300000001 – Executive Budget Books Automation Software

Dear Mr. Hager,

CGI Technologies and Solutions Inc. (CGI) is pleased to submit a response to the above-referenced CRFP 2300000001 – Executive Budget Books Automation Software.

CGI is a leading public-sector software provider and systems integrator. Our client base includes federal, state, and local government agencies. Public sector clients looking for industrial-strength solutions to better serve and engage their citizens turn to CGI – a powerhouse, over 40 years in the making.

Our flagship solution, CGI Advantage ERP, is designed to address our clients' priorities for digital transformation and to fundamentally change the way government does business. Through the years, CGI has curated a partner ecosystem to extend CGI Advantage capabilities.

In 2021, we formalized our partnership with Workiva, a leading connected reporting solution, to provide our CGI Advantage clients with a publishing solution to improve the accuracy and shorten delivery times of financial reports, including budget books and Annual Comprehensive Financial Reports (ACFRs). As the incumbent software provider and the system implementer of CGI Advantage for the State, we are uniquely qualified to integrate Workiva with West Virginia's existing implementation of CGI Advantage Performance Budgeting.

We have carefully read and examined this CRFP 2300000001 and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by the statements and representations made in this proposal and to any agreement resulting from the proposal.

Yours truly,

A handwritten signature in blue ink, appearing to read 'S. Subramanyam', with a horizontal line underneath.

Surabhi Subramanyam, Senior Vice President

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Designated Contact

Contract Administrator and the initial point of contact for matters relating to this Contract.

Zack Sharabi, Director – Consulting Delivery

(Printed Name and Title)

zack.sharabi@cgi.com

(Email Address)

11325 Random Hills Road

Fairfax, VA 22030

(Address)

703-622-8324 / 703-267-5111

(Contact Phone / Fax Number)

Certification and Signatures

By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

CGI Technologies and Solutions Inc.

(Company)



(Signature of Authorized Representative)

Surabhi Subramanyam, Senior Vice President

(Printed Name and Title of Authorized Representative)

2/2/2023

(Date)

703-935-3185 / 703-267-5111

(Contact Phone / Fax Number)

subramanyam.surabhi@cgi.com

(Email Address)

Addendum Acknowledgement Form

Check the box next to each addendum received and sign below.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received: (Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

CGI Technologies and Solutions Inc.

(Company)



(Authorized Signature)

2/2/2023

(Date)

3 General Terms and Conditions

Exceptions to Terms and Conditions

CGI is proposing Workiva's secure and integrated Software-as-a-Service (SaaS) cloud-based platform for budget book publishing. The State currently works with Workiva and thus is already aware that Workiva has standard End-User License Agreement (EULA) terms associated with their SaaS solutions. Therefore, CGI takes exception to the RFP terms and conditions applicable to the SaaS solution and assumes Workiva's EULA will be the sole terms associated with the SaaS solution. CGI has included Workiva's EULA as **Exhibit B**.

In addition to the foregoing, CGI has carefully reviewed the forty-six "General Terms and Conditions" included in section 3 of the RFP and, in accordance with RFP guidance, CGI takes exception to the following nine subsections and would appreciate the opportunity to further discuss these terms upon award: Section 4 (Authority to Proceed); Section 8 (Insurance); Section 13 (Pricing); Section 19 (Cancellation); Section 20 (Time); Section 26 (Subsequent Forms); Section 28 (Warranty); Section 30 (Privacy, Security, and Confidentiality); and Section 36 (Indemnification).

CGI can provide specific language for the State's consideration addressing CGI's proposed exceptions upon request. In the event CGI is awarded a contract pursuant to this RFP, we also request additional industry standard terms, such as a limitation of liability, pricing terms, payment schedule, and deliverable descriptions. We look forward to negotiating mutually satisfactory terms with the State which will align with industry standards as well as CGI's proposed services.

CGI has successfully negotiated similar agreements with many state and local government entities, including the State of West Virginia, and we are confident we will be able to reach agreement on terms which address our concerns, while still providing the services requested by the State under this RFP.

4 Project Specifications

4.1 Background and Current Operating Environment

4.2 Project Goals and Mandatory Requirements

The State Budget Office is seeking to license a secure cloud-based software-as-a-service to streamline the production of the Governor's Executive Budget Books. Vendor should describe its approach and methodology to providing the service or solving the problem described by meet the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.

More than 10 years ago, the State of West Virginia chose to partner with CGI to implement CGI Advantage as their budgeting solution. With our successful partnership, CGI has helped transform how the State develops, tracks, and manages their budgets. Now, we are excited to present a solution that will further extend the capabilities of CGI Advantage Performance Budgeting (PB) to produce high-quality, camera-ready publications at the touch of a button leveraging Workiva, a CGI Advantage partner.

Workiva empowers CGI Advantage PB clients to work collaboratively on complex business reports in one place. The secure and integrated SaaS platform streamlines budget and financial reporting.

With CGI Advantage and Workiva, users can create dynamic publications, reducing the manual effort involved while increasing accuracy. Our iterative approach allows users to publish, review, and update user-defined sections within each document, allowing users to quickly pivot when there is a data change. Furthermore, leveraging centralized repository means data only needs to be updated in one location, virtually eliminating the risk of inconsistent data across publications and reports. By partnering with CGI and Workiva, the State Budget Office can manage relevant numbers and text in CGI Advantage PB— as the budget source of truth and official record—and map those details directly to the desired document.

In collaboration with Workiva and the State, CGI will initially set up the integration for the prior year budget book data ((Volume II – Operating Detail) from a non-production environment to validate the approach. Once this prior year book is validated and approved by the State, the integration will be modified to point to the current year production data and relevant static files, for the production of the State's FY 2025 budget book (Volume II – Operating Detail) before the January 2024 statutory deadline.

Recognizing the challenges posed by the State Budget Office's current lack of permissions to create reports and to use SQL to query the wvOASIS database, CGI is proposing to integrate Workiva similar to how CGI successfully implemented its travel solution for the State. Baseline security in CGI Advantage will be used to assign a specific user ID to be utilized through Workiva's pre-built connectors and public APIs, providing Workiva users access only to the data that is needed for publication. This approach ensures that budget book publishers will have access to the data they need, while limiting that access in a manner consistent with the State's security posture.



STATE OF WEST VIRGINIA

EXECUTIVE BUDGET: OPERATING DETAIL
FISCAL YEAR 2024



As both the only software provider and the only system implementer of CGI Advantage, we are uniquely qualified to integrate CGI Advantage PB with Workiva, as well as providing ongoing support and recommending best practices within our PB solution.

4.2.1 Goals and Objectives

4.2.1.1 Automated and Streamlined Process

Agency will have an automated and streamlined process for creating the budget books. The desired outcomes could include dynamic linking that reduces manual updates, especially for last-minute changes; a consolidated and user-friendly platform for the Budget Book data; streamlined workflow with all contributors and staff, and to have the Budget Books assembled in one platform, with the capability to export to other programs as well as PDF.

CGI proposes leveraging the Workiva platform in conjunction with the State's existing CGI Advantage PB solution to provide an innovative solution that improves the annual budget publishing process through:

Central Repository: The Workiva platform provides a central repository of reporting information that provides confidence in data and the narrative. Last-minute changes to source data can be seamlessly cascaded through the document, reducing the risk of inconsistencies or errors.

Sustainable Processes: Workiva supports agencies' efforts to establish a consistent and repeatable process that withstands agency turnover or budget restrictions. Once established, the Workiva platform can be picked up and rolled forward with little to no training.

Real-time Collaboration with Multiple Users: Collaboration is a core function of the Workiva platform. State users work in the same document and use the same data with real-time updating, eliminating version control issues. Users can easily identify other users in the document through the unique color cursors.

Granular Permissions: The Workiva platform supports controlled collaboration with role-based and user-based security, and is granular to achieve varying levels of control. For example, the administrator can limit a user's access to a single cell within a spreadsheet, if needed.

Narrative and Performance Data by Departments: With Workiva, departments can update narratives and performance data directly within the platform. User permissions provide assurance that each user only has access to review and update their data.

Complete Audit Trail: Workiva provides a complete audit trail feature logging all activity, changes, deletions, edits, and updates by username with a date and time stamp providing transparency and accountability in all steps of the business process.

Create and Save Multiple Versions: Workiva auto-saves every sixty (60) seconds backing up all changes and edits and a new version is created every five (5) minutes during active use. Workiva provides access to historical versions, and the ability to copy and paste information from historical versions to prevent the override work.

Publish at the Touch of a Button: Whether developing a budget book or a department budget dossier, CGI Advantage integrated with Workiva produces high-quality, camera-ready publications at the touch of a button. Publications can be saved in multiple electronic formats, rapidly published from one or more data sources, and distributed via a variety of media types.

This proposed solution will provide numerous direct benefits to the State, including the ability to:

- Reduce time spent on the reporting processes by replacing manual workflows with automated processes

- Ensure data accuracy and consistency by creating a single source of truth for numbers and data
- Eliminate duplicative work by linking source numbers and data to multiple documents and outputs that automatically update as source values update
- Effectively communicate and eliminate version control issues with a collaborative environment where multiple users work on the same document at the same time
- Maintain a complete audit trail of activity and changes for transparency and accountability
- Apply role-based and granular permissions to ensure appropriate and secure access

4.2.1.2 Automated Budget Book Volume II- Operating Detail

Agency will be able to automate at least one of the Budget Books (Volume II – Operating Detail) within the platform and have the Book meet both the statutory requirements and deadline, beginning in January 2024 (proposed State FY 2025). Agency will have the flexibility and knowledge to automate the other Budget Books within the platform with limited or no assistance, preferably with full administrative/owner access to the workspace.

In collaboration with Workiva and the State, CGI will initiate the proposed project on or soon after July 1, 2023 and produce the proposed State FY 2025 budget book (Volume II – Operating Detail) by the January 10, 2024 deadline. Training as well as ongoing knowledge transfer during the collaboration will ensure that budget staff are able to automate other budget books upon completion of this project.

Workiva offers robust and flexible integration capabilities to make data accessibility simple. Through a convenient point-and-click interface, Workiva easily creates connections to the State’s CGI Advantage PB system. In addition to pre-built connectors, external data can be brought in through Excel sync and public APIs. Once connected, data is accessible from a drop-down menu and can be linked throughout the Workiva platform, and it can be refreshed with a single click.



Budget system data is curated into data and dimension tables, compiled in explorable queries and linked to respective documents, reports, spreadsheets, tables and presentations. Dynamic linking ensures data accuracy, consistency, and eliminates manual changes when source data is refreshed or updated.

Dynamic Linking: Workiva supports the linking of source data to multiple locations (e.g., charts, graphs, narratives, presentations, etc.) and automatically updates linked data when source data changes. Dynamic linking

is a patented function that enables these data connections, and ensures data accuracy and consistency, reduces risk and saves time.

The State will use the familiar copy and paste feature to link source data or text to multiple documents, narratives, presentations, reports, and spreadsheets. Then when the State updates the source data or text, all linked data/text updates too. The State easily knows what data or text is a source value and associated links with a color-coded notation that easily navigates between source and destination links with a simple click.

4.2.1.3 Reproducible Process, User Adoption and Support

Agency wants to have a reproducible process that does not depend on any one person. User adoption and support whereby each budget staff member (at least 7) may be fully trained in the platform and may have access to ongoing product support following implementation. Embedded audit trails and internal controls, which will allow Agency to collaborate and establish internal workflows.

PRODUCT SUPPORT POST IMPLEMENTATION

To avoid dependence on any single budget staff member and to facilitate adoption of the new solution, CGI commits to deliver training to up to 10 members and also providing ongoing knowledge transfer throughout the duration of the implementation. See our response to mandatory requirement 4.2.2.1 below for additional details.

The Workiva SaaS subscription includes ongoing post implementation support for all trained budget staff members. See our response to mandatory requirement 4.2.1.5 below for additional details.

The Workiva platform includes desired features like a complete audit trail, granular permissions, real-time collaboration and version control.

4.2.1.4 Statutory and GFOA Requirements

The vendor should provide the Agency with a timely and attractive final product that meets both statutory requirements and the deadline of January 10th 2024; as well as GFOA requirements for the Distinguished Budget Presentation Award.

The Workiva SaaS platform is a user defined configuration which supports GAAP/Uniform Guidance compliant financial statements and reports in line with Government Finance Officers Association (GFOA) standards. The Workiva platform is used by over 300 public sector agencies to produce their Annual Comprehensive Financial Reports (ACFRs) and annual Budget Books. The flexible nature of the platform supports a variety of government financial reporting and compliance needs, including ACFR, Annual/Agency Financial Report (AFR), Budget Book, Capital Improvement Plan (CIP), Single Audit, and Ad Hoc/Management Reports. The Workiva platform drives productivity and value for employees, stakeholders and constituents, and agencies commonly use the platform for multiple solutions.

In collaboration with Workiva and the State, CGI will configure the platform according to requirements outlined in this RFP to produce the State FY 2025 budget book (Volume II – Operating Detail).

The GFOA Distinguished Budget Presentation Awards Program (<https://www.gfoa.org/budget-award-criteria>) already recognizes the State's Operating Detail Budget Book for adherence to their standards. CGI is well aware of GFOA requirements and has enabled numerous CGI Advantage PB state and local government clients to achieve GFOA recognition for budget presentation. Not only will the State



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

State of West Virginia

continue to receive this recognition annually going forward, the proposed solution will significantly improve efficiency and reduce the effort by the State Budget Office to maintain the standards.

4.2.1.5 Ongoing Support

The vendor should describe how it will provide support to the Agency for the SaaS platform for the duration of the contract, including a desired 24/7 available support in the time leading up to the statutory deadline.

Workiva provides highly-rated customer support for their SaaS platform using an omni-channel approach. The Support Team maintains a greater than 95% customer satisfaction rate. Workiva provides support and training during implementation to walk users through setup, features and functions, and provides training throughout the life of the contract.

Customer Success Manager (CSM): A CSM is dedicated to the West Virginia Budget Office and acts as the ongoing point of contact. The CSM is a strategic partner, focused on helping the State maximize return on investment, and identify best practices as well as opportunities for process improvement. The CSM provides a specific phone number and email for the State to contact.

24/7 Support Team: In addition to the CSM, the State has access to Workiva's 24/7 Support Team. The US based Support Team has over a 95% customer satisfaction rate and handles all technical questions. Workiva provides a support phone number and email. Basic support hours are from 9:00 AM to 5:00 PM Eastern Time (ET), Monday through Friday. In addition, Workiva provides customer support by telephone and e-mail 24 hours a day, year-round (excluding limited holidays). The 24/7 Support Team includes a two-hour maximum response time.

Support Center: The Support Center includes The Learning Hub (online courses), a Help site (hundreds of articles and video tutorials on the platform) and Community (where you can connect with other Workiva customers, ask questions, post answers, etc.).

Platform Maintenance: Workiva manages all upgrades and updates with no downtime or disruption to the State. There are no additional costs for ongoing maintenance, and platform upgrades and updates are released regularly (e.g., daily, weekly).

Annual Conference: Workiva hosts an annual user conference called Amplify. Amplify brings together thousands of users and provides training, professional development, and CPE credits.

Ease of Use: The Workiva platform is easy to use and looks and feels like tools the State uses today (i.e., Word, Excel, PowerPoint). This familiar design is intentional—in an effort to both simplify training and accelerate user adoption. Users commonly report a readiness to use the platform within 90 minutes of training.

4.2.2 Mandatory Project Requirements

4.2.2.1 Software Training

Vendor shall provide software training to all Agency staff members to ensure future fiscal year replication efforts are successful.

CGI will provide training and knowledge transfer on utilization of Workiva for Budget Book creation and publishing for up to ten (10) Budget Office staff members. The training will consist of six (6) sessions – each session lasting up to two (2) hours. Key areas to be covered by the training include the following:

- ✓ Workiva Wdata
- ✓ Data Queries
- ✓ Integration
- ✓ Static Files Imports

Furthermore, we are also committed to knowledge transfer throughout the implementation. We are proud of our long history partnering with our clients in a manner that promotes continuous exposure to and active participation of your staff in the architecture, design, configuration, and implementation of your solution. We understand that knowledge transfer is not a one-time event or something that only happens in a classroom, but is a thoughtful and “real life” part of the entire project. While CGI maintains responsibility and ownership of configuration, knowledge transfer starts early and happens often during the project.

The goal of our knowledge transfer approach is to prepare a designated group of State Budget Office staff for “life after the project”. We are not just giving you a fish, we are teaching you how to fish throughout the seven-month project. State staff will develop the skills needed to operate, manage, and monitor the solution going forward, including the desired configuration of other budget publications.

4.2.2.2 Post Implementation

Vendor shall, post-implementation, provide documentation of all data mapping and other processes used to construct the platform and database.

Subsequent to the January 10, 2024 deadline for publication, CGI will produce a design document for the proposed State FY 2025 budget book (Volume II – Operating Detail) that includes all data mapping and processes used.

In addition, based on more than four decades of experience implementing our budget solution exclusively for the public sector, CGI will recommend best practices and further improvements that the State could use in the future production of all four budget publications. Suggested modifications to the State’s current configuration of CGI Advantage PB based on observations during this project will be a primary source of the recommendations. For example, updated configurations of the State’s PB forms to capture additional information via fields on the budget request header, and/or expansion of the utilization of budget form documentation tabs to capture narrative content can expand the amount of data easily dynamically linked to the Workiva platform. New PB forms to capture performance measures can similarly infuse additional efficiencies into the publication process.

4.2.2.3 Assistance

Vendor shall provide assistance, guidance, and support for any Agency delegated responsibilities during the implementation process.

CGI will be responsible for project planning, guidance and management, including for Agency delegated responsibilities during the proposed implementation period (July 1, 2023 through January 31, 2024). CGI will provide a project work plan with periodic updates, and weekly status reports including performance against plan, issues, risks, achievements and task list.

4.3 Qualifications and Experience

Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

Nik Georgiev of CGI will lead the implementation on behalf of the joint CGI/Workiva team. Mr. Georgiev is a certified implementer of the Workiva platform and also holds a PMP Project Management Professional (PMP) certification from the Project Management Institute. His resume is attached as **Exhibit C**.

The proposed staffing plan for the implementation, expressed in Full Time Equivalent (FTEs), is:

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	TOTAL
CGI Engagement Manager	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.35
CGI Implementation Lead (Georgiev)	0.30	0.35	0.35	0.40	0.70	0.70	0.70	3.50
CGI Integration SME	0.15	0.15	0.15	0.10	0.10	0.10	0.10	0.85
Workiva Customer Success Manager	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.14
Workiva Onboarding Project Manager	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.35
Workiva Solutions Architect	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.49
TOTAL FTE	0.64	0.69	0.69	0.69	0.99	0.99	0.99	5.68

References and descriptions of past projects for both Workiva and CGI are included in the subsequent subsections below in this section 4.3 response.

4.3.1 Qualifications and Experience Information

4.3.1.1 Successful Prior Experience

Vendors should demonstrate successful prior experience working with State Budget Offices and/or other public sector finance offices in automating their budget books.

This partnership between CGI and Workiva is a powerful one, unmatched in the public sector budgeting arena. Building on the built-for-government CGI Advantage ERP solution the State currently utilizes and complementing it with the best-of-breed Workiva publishing platform by tapping into the collective decades of public sector implementation success between the two firms is a recipe for success.

ABOUT CGI AND WORKIVA

Founded in 1976, CGI has over 400 public sector implementations, serving over 93 million residents and managing in excess of \$700B annually in public funds across state, local, and Federal levels. We offer the State the benefit of unparalleled experience delivering successful transformations for similar clients. CGI Advantage delivers successful business outcomes to 22 U.S. state governments, five of the six largest U.S. counties, and the two largest U.S. cities.

Workiva (NYSE: WK) is the global leader in cloud-based connected reporting and compliance solutions. Founded in 2008 by software and business veterans, and incorporated December 10, 2014, Workiva's mission is to build trust in the global economy with transparent data and connected reporting. Workiva partners with organizations to transform how teams collaborate to manage and report with accuracy and accountability.

CGI AND WORKIVA PLATFORM

CGI is the IP owner and successful implementor of the State's incumbent budget solution, CGI Advantage PB, which positions us to provide the most comprehensive insights and best practices for the implementation of the Workiva platform for budget book automation.

The Workiva platform is a connected reporting and compliance solution with commercial-off-the-shelf capability and pre-built solutions. Workiva manages and stores all work processes, workflows, supporting data, documentation and evidence. The easy-to-use and flexible nature of Workiva allows the State to collect, manage, report and analyze financial data in an efficient and transparent manager with desired features like a complete audit trail, dynamic linking, granular permissions, real-time collaboration and version control.

CGI AND WORKIVA CUSTOMERS AND SOLUTIONS

There are currently more than 50 large state and local governments, including West Virginia, in production with CGI Advantage PB as their budget solution, all with statutory requirements to publish their budgets. As the sole implementer of the CGI Advantage solution, we have been involved in the set-up of a variety budget publishing approaches, leading to deep and comprehensive knowledge of the options and best practices which will benefit the State on this project.

As of 2023, Workiva supports over 20 state controller's offices who've successfully published GFOA award-winning ACFRs and other reports, including Budget Books, using Workiva. In addition, Workiva helps over 5,200 customers in 180 countries, including more than 75% of Fortune 500® companies, and over 300 government and higher education institutions, modernize their reporting and compliance processes with the connected platform.

Workiva customers have created over 15 million reports, and linked over five billion data elements using the platform. The flexible nature of the platform supports a variety of government financial reporting and compliance needs like Annual Comprehensive Financial Report (ACFR), Popular Annual Financial Report (PAFR), Annual/[Client Name] Financial Report (AFR), Budget Book, Capital Improvement Plan (CIP), Single Audit, and Ad Hoc/Management Reports and dashboards. The Workiva platform drives productivity and value for employees, stakeholders and constituents, and customers commonly use the platform for multiple solutions.

CGI AND WORKIVA CUSTOMER SATISFACTION AND RETENTION

CGI is extremely proud of the successful, long-standing relationships we maintain with our public sector clients. Our commitment to regularly measure client satisfaction and strive for continuous improvement is reflected in a CGI Advantage implementation satisfaction average score of 9.2 on a ten-point scale. High satisfaction is also reflected in the longevity of our client relationships – the average CGI Advantage client has been loyal to us for over 22 years.

Workiva's customer satisfaction scores are greater than 95%, and revenue retention rates are nearly 95%, confirming Workiva is a trusted partner. Workiva is committed to customer success and supporting customers

throughout the reporting process. CSMs are embedded in customer teams, and work with customers through all the processes and controls necessary for high-quality business data management, reporting, and decision-making.

4.3.1.2 References

Vendors should provide references and date ranges for existing public sector finance and budget office accounts where they have provided the full range of services requested.

Representative references for recent Workiva public sector accounts are:

Reference 1	
Client Name	State of West Virginia, Financial Accounting Reporting Section
Contact Name	Betsy Chapman
Phone	304-414-9072
Email	Betsy.Chapman@wv.gov
Date Ranges	September 2020

Reference 2	
Client Name	State of Alabama, Department of Finance – Executive Budget Office
Contact Name	Doryan Carlton
Phone	334-242-7244
Email	Doryan.Carlton@alabama.gov
Date Ranges	May 2018 to present

4.3.1.3 Third Party Implementors

Vendors should identify all third-party implementors and their prior experience working with State Budget Offices and/or other public sector finance offices when implementing software and processes for budget book automation.

CGI is the prime vendor and will lead the implementation in partnership with experienced implementation experts from Workiva, who will fill the roles of Customer Success Manager and Onboarding Project Manager and provide technical subject matter expertise as needed via an experienced Solutions Architect. Further details on prior experience for implementing budget book automation are included in the subsequent subsections below in this section 4.3 response.

4.3.1.4 Third Party References

For any third-party implementers identified in 4.3.1.3, vendors should provide references and date ranges for public sector finance and budget offices where they have provided the full range of services requested.

Representative references for recent CGI public sector accounts are:

Reference 1	
Client Name	City of Norfolk, VA
Contact Name	Cecelia Rieb
Phone	757-664-4283
Email	Cecelia.Rieb@norfolk.gov
Date Ranges	2012-2013

Reference 2	
Client Name	Lane County, OR
Contact Name	Christine Moody
Phone	541-682-3766
Email	Christine.Moody@lanecountyor.gov
Date Ranges	2023

4.3.2 Mandatory Qualification/Experience Requirements

The following mandatory qualification/experience requirements must be met by the Vendor as part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

4.3.2.1 Existing Accounts Full Range of Services

Vendors must have at least two existing Federal, State, or Local government accounts where they have provided the full range of services requested in this RFP for at least two years.

Workiva is the leading cloud provider of connected data, reporting, and compliance solutions and is used by thousands of enterprises across 180+ countries, including more than 75 percent of Fortune 500 companies, and more than 300 government agencies and higher education institutions. In all, Workiva customers have created over 15 million reports and linked over 5 billion data elements.

CGI success in the public sector is no accident – we have been intentionally dedicated to transforming the business of government for more than four decades. The public sector has been and continues to be a critical component of our business. In fact, U.S. Government accounts for more than 60 percent of our U.S. revenue. We employ more than 7,500 professionals focused specifically on the public sector and an additional 1,500+ software developers, engineers, and implementation service professionals supporting CGI Advantage.

CGI has a pedigree of over 400 public sector implementations, serving over 93 million residents and managing in excess of \$700B annually in public funds across state, local, and Federal levels. We offer the State the benefit of unparalleled experience delivering successful transformations for similar clients. CGI Advantage delivers successful business outcomes to 22 U.S. state governments, five of the six largest U.S. counties, and the two largest U.S. cities.

Included below are links to representative budget documents created using Workiva:

Orange County, Florida Budget Book

<https://www.orangecountyfl.net/Portals/0/resource%20library/open%20government/Orange%20County%20FY%202022-23%20Budget%20Book%20for%20internet.pdf>

City of Rochester, New York Budget Book

https://www.cityofrochester.gov/uploadedFiles/Departments/OMB/_Documets/F2022-23%20APPROVED%20BUDGET.pdf

State of Alaska

<https://omb.alaska.gov/fiscal-year-2023-enacted-budget/>

Included below are links to representative budget documents implemented by CGI from Advantage PB data:

State of Michigan Budget Book

<https://www.michigan.gov/budget/-/media/Project/Websites/budget/Fiscal/Executive-Budget/Current-Exec-Rec/Current-Supporting/Fiscal-Year-2023-Executive-Budget-Book.pdf>

State of Michigan Budget Bill

<https://www.michigan.gov/budget/-/media/Project/Websites/budget/Fiscal/Final-Signed-Budget-Bills/FY23-General-Omnibus-Budget---PA-166-of-2022.pdf>

City of Norfolk, Virginia Budget Book

<https://www.norfolk.gov/DocumentCenter/View/71613/FY-2023-Adopted-Budget-Documents-Full>

4.3.2.2 Implementation Staff

Implementation staff (3rd party or otherwise) must have implemented proposed software in at least two existing Federal, State, or local government accounts.

Nik Georgiev, a CGI senior consultant, is the proposed lead implementer for this project. He holds Workiva and PMP certifications and is currently implementing the Workiva platform for budget book publishing for Lane County, Oregon, a CGI Advantage PB client. Mr. Georgiev began his career as an employee of the City of Norfolk, Virginia, playing an instrumental role in all aspects of their budget operations, including serving as both the technical and functional lead for the publishing of the City's budget book. Now a CGI consultant, he more recently led the City's CGI Advantage PB upgrade, including updates to their budget book processes. Mr. Georgiev's resume is attached as **Exhibit C** and specific project references are included above in section 4.3.1.4.

Workiva currently supports over 20 state controller's offices who've successfully published GFOA award-winning ACFRs and other reports, including Budget Books, using Workiva. In addition, Workiva helps over 5,200 customers in 180 countries, including more than 75% of Fortune 500® companies, and over 300 government and higher education institutions, modernize their reporting and compliance processes with the connected platform. Specific project references for Workiva are included above in section 4.3.1.2.

Your Experienced Workiva Team



Workiva's standard of practice is to assign key personnel upon receipt of an executed contract. Key personnel for this project would include an Onboarding Project Manager (OPM), a Solutions Architect (SA), and a CSM. We have provided representative bio descriptions below and can provide specific team member resumes upon award. Our teams are comprised of experienced staff dedicated to supporting our audit solutions, and they all significantly contribute to our greater than 95% customer satisfaction rate and over a 98% customer retention rate.

OPM Responsibilities and Profile:

- ✓ Manage project timeline
- ✓ Align Workiva and customer resources

The OPM is responsible for coordinating the project plan with the customer, ensuring project scope, and making sure all members of the team are driving towards milestone completions. S/he meets with the customer regularly to provide updates, request information and detail progress.

Undergraduate degree or equivalent combination of education and experience in a related field. More than two years of Customer Success, Customer Service, Account Management, Sales, or equivalent experience in roles with a strong focus on communication, influencing, and delivering on complex concepts. Two years of project management experience and/or PMP certified. Committed to serving customers and ensuring time commitments are met.

SA Responsibilities and Profile:

- ✓ Workiva platform and GRC expert
- ✓ Advise on design and setup of solution
- ✓ Recommends best practices and process improvements

The SA is responsible for all aspects of the project implementation. S/he works closely with the OPM and CSM to ensure a smooth transition from your current solution to the Workiva platform. The SA leads sessions with the customer team with the intention to understand the current processes, challenges, requirements and goals.

The SA team includes a team of professionals with comprehensive experiences including: 79% with previous advisory/services company (Big 4) experience; 42% active CPAs; more than three years average tenure in previous advisory/service company roles; more than three years average tenure in Workiva implementation services roles; and over one and a half year average additional experience in various audit, accounting, finance, and/or technology roles. Professional certifications within the team include: CISA and CFE.

CSM Responsibilities and Profile:

- ✓ Ongoing point of contact
- ✓ Help you achieve business outcomes
- ✓ Facilitate training and adoption

The CSM is deeply committed to customer success—not just satisfaction. Acting as a point of contact and coordinating training to best achieve business and project outcomes.

The CSM will have comprehensive experiences including: undergraduate degree or equivalent combination of education and experience in a related field; more than two years of Customer Success, Customer Service, Account Management, Sales, or equivalent experience in roles with a strong focus on communication, influencing, and delivering on complex concepts; expert communication and presentation skills with a high-level of comfort delivering consultative recommendations to executives and management team.

Exhibit A – **SEALED** Part Two: Cost Sheet

Exhibit B – Workiva End Client Terms and Conditions

BY MANIFESTING AGREEMENT TO THESE END CLIENT TERMS AND CONDITIONS (INCLUDING ALL REFERENCED DOCUMENTS OR LINKS HEREIN, THE "END CLIENT TERMS AND CONDITIONS") ON BEHALF OF CGI TECHNOLOGIES AND SOLUTIONS INC. ("CGI"), YOU "Client" ARE HEREBY AGREEING TO THESE END CLIENT TERMS AND CONDITIONS.

1.0 Provider Bundle. If Client's, and its Users' (defined in Section 2.1(b) below), access to Workiva's proprietary internet based software, Third Party Software and the Documentation (each term being defined in Section 2.1(b) below) (collectively, the "Software") is subject to a separate agreement with CGI an whereby CGI bundles separate product and service offerings ("Provider Services") with user based subscriptions to the Software (collectively, the "Provider Bundle") to Client, then: (a) the Provider Bundle is subject to (i) the these End Client Terms and Conditions; and (ii) any additional terms in the Client's agreement with CGI ("Provider Terms"); and (b) Client will pay the fees for the Provider Bundle to CGI directly. With the exception of various Software support which may be provided by Workiva, the Provider Bundle is solely provided by CGI.

2.0 Subscription Services.

- (a) For purposes of these End Client Terms and Conditions references to "Subscription Services" include the Software access component of the "Provider Bundle".
- (b) Beginning on the effective date set forth in the Client's applicable agreement or contract with CGI, Workiva grants to Client and its Users, a non-exclusive, non-transferable, worldwide right to access, use, and display the Software in connection with the Subscription Services. "Users" means those individuals that Client provides (or that Workiva provides at Client's request) user identifications and passwords to Client's Software account. Users may include Client employees, Client's authorized provider employees, consultants, contractors, agents, and third parties with which Client transacts business. Users will be determined on a named user basis rather than on a concurrent user or shared user basis; provided that Client may reassign different individuals on a reasonable basis (e.g., an employee changes positions or leaves Client's employ). Client is responsible for each of its Users' acts and omissions and remains liable to Workiva and CGI for any User's (including an authorized third party acting as a User on Client's behalf) error, omission, or breach of these End Client Terms and Conditions.
- (b) "Documentation" means the manuals, specifications, and other materials describing the functionality, features, and operating characteristics of the Software, available at <https://success.wdesk.com/help>, including any updates thereto. "Third Party Software" means software and services authored by a third party, including, the Google App Engine and Amazon Web Services.
- (c) Workiva may monitor the number of Users with access in Client's Software account and if Workiva discovers the number of Users exceeds the scope as set forth in the applicable Provider Bundle, Client

may be responsible for associated Fees to Workiva or CGI, respectively. Monitoring by Workiva shall not require access to Client's network or Client Data. Client will remain responsible for associated Fees for future Subscription Terms until such Users are removed. If Workiva deems necessary in its sole discretion, Client shall execute documentation memorializing the change to its number of Users.

- (d) Over the course of the CGI agreement, Workiva may introduce new features, functionality, software, or user types, that are only available under a different pricing model or on a version of Software other than the version Client currently accesses ("New Features"). In the event Client desires to purchase New Features Workiva reserves the right, in its sole discretion, to update Client's account, pricing, or Software version to facilitate the provision of such New Features. Workiva otherwise reserves the right to update Client's Software so that it remains current with the then current version available to Workiva's customers generally.

3.0 Security; Client Data.

3.1 Security. As a part of the Services Workiva shall maintain appropriate administrative, physical, and technical safeguards for the security, confidentiality and integrity of any data or information inputted, edited, authored, generated, managed, or otherwise submitted by Client or its Users into Client's subscription account ("Client Data"). In the event Workiva learns that there has been unauthorized access to or unauthorized acquisition or misuse of Client Data on Workiva's systems or premises (a "Security Event"), Workiva will promptly give notice to Client, unless prohibited by law. Upon the occurrence of a Security Event, Workiva shall (a) promptly take such steps it reasonably deems appropriate to contain and control the Security Event to prevent further unauthorized access to or misuse of the Client Data, as applicable, and (b) unless prohibited by law, continue to provide periodic updates relating to the investigation and resolution of the Security Event to Client until it has been resolved. Unless prohibited by law and subject to the other provisions herein, Workiva will, upon reasonable request, cooperate with Client in investigating each Security Event, including providing reasonably requested information regarding the nature, investigation, or resolution thereof. Client Data will be hosted in the United States only, but may be accessed and/or processed in other countries for support purposes as set forth at <https://www.workiva.com/legal/sub-processors>

3.2 Client Data; Other Responsibilities. Workiva shall not modify, disclose (except as compelled by law in accordance with Section 6.4, to perform Services or as expressly permitted in writing by Client), or access (except to provide or improve the Software or Services and prevent or address service or technical problems, or at Client's request in connection with Support) Client Data. Workiva and its service providers may not otherwise collect, use, disclose, or utilize Client Data. Workiva shall provide the Services in accordance with applicable laws and government regulations. Except as otherwise agreed in writing, Client is responsible for the accuracy, truthfulness, consistency, completeness, and any output from the Software, and consents to use of all Client Data in accordance with the Agreement, and Workiva will neither have the responsibility to review, nor any liability as to the accuracy of, any information or content posted by Client or its Users. Client's and its Users' use of the Software will comply with applicable local, state, federal and international law, regulations and conventions, including without limitation those related to data privacy, international communications and the exportation of technical or personal data. Client represents and warrants to Workiva that Client has sufficient rights in the Client Data to

authorize Workiva to process, distribute and display the Client Data as contemplated by the Agreement, and that the Client Data and its use hereunder will not violate or infringe the rights of any third party.

3.3 Web Analytics. In providing the Subscription Services, Workiva utilizes the services of Google and Amazon ("Cloud Hosting Providers"). Workiva and its Cloud Hosting Providers may record and collect information related to Client's subscription account activity (e.g., typical web analytics, which includes latency, packet size, hops, and source destination) in the course of providing the Services, but may only use such information to improve the Services and/or fulfill its rights and obligations under the Agreement. Collection of such information by Cloud Hosting Providers is not individually linked to Client or its Users, is de-identified, and is aggregated across all of Workiva's Clients. Any use of such information is subject to the terms of Section 6.

4.0 Taxes.

4.1 Taxes. Fees stated in the Orders do not include applicable taxes. Client agrees to bear and be responsible for the payment of all taxes, except for taxes based upon Workiva's income, including all sales, use harmonized, rental receipt, personal property, customs duties or levies, federal, provincial or foreign taxes or other taxes, which may be levied or assessed in connection with the Agreement. Client shall pay such tax when due or reimburse Workiva as Workiva may request. If any tax is required to be paid by Workiva, the full amount of such tax will be billed to Client separately, whether or not the Agreement is then in effect and promptly paid by Client.

5.0 Term; Termination.

5.1 Subscription Term. Direct subscriptions will: (a) begin on the effective date of the applicable CGI agreement/contract as amended and remain in effect for the period specified therein (the "Subscription Term"), and (b) automatically and continuously renew for the same period of time as the initial Subscription Term until either party notifies the other in writing that it will not renew at least ninety (90) days prior to the expiration of the then current Subscription Term.

5.4 Effective Termination. Upon any expiration or termination of the CGI agreement, Client and its Users shall cease any and all use of the Software. In the event Workiva or Client's agreement ever ends with CGI, Client and Workiva may enter into a separate agreement.

5.5 Survival. Neither expiration nor termination of the Client's CGI agreement/contract will terminate those obligations and rights of the parties pursuant to provisions of these End Client Terms and Conditions which by their express terms are intended to survive and such provisions will survive the expiration or termination of the Client's CGI agreement/contract. Without limiting the foregoing, Sections 5.4, 5.5, 6, 7, 8, 10 and 11 shall survive any expiration or termination of the Client's CGI agreement/contract.

6.0 Confidentiality.

6.1 Confidential Information. The confidentiality provisions in Client's CGI agreement will apply to Client's access to the Software. Workiva additionally represents and warrants its agreement with CGI places substantially equivalent obligations relating to Workiva's treatment of Client Confidential Information.

in part. Client shall not modify, adapt, or create derivative works of the Software. Client shall not use the Software to store or transmit libelous or otherwise unlawful or tortious material or any material in violation of third party privacy rights. Client shall not knowingly interfere with or disrupt the integrity or performance of the Software or third party data contained therein.

8.0 Warranties.

8.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization, (b) it has, and throughout the term of these End Client Terms and Conditions, will retain, the full right, power, and authority to enter into these End Client Terms and Conditions and perform its obligations hereunder, (c) the execution of any of the documents that comprise these End Client Terms and Conditions by its representative has been duly authorized by all necessary corporate or organizational action of such party, and (d) when executed and delivered by both parties, the CGI agreement/contract incorporating these End Client Terms and Conditions will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

8.2 Workiva Representations and Warranties. Workiva warrants (a) that the Software will perform materially in accordance with the Documentation and these End Client Terms and Conditions, (b) to use best efforts to correct material defects that are reported by Client or its Users as further set forth in the Service Levels (if a malfunction is due to a problem with Client hardware or software, Workiva will so inform Client and it will be Client's responsibility to obtain and pay for any repairs or modifications required for such Client hardware or software), (c) the Documentation will be reasonably updated so that it continues to describe the Software and Subscription Services in all material respects, and (d) to the best of its knowledge, the Software does not contain code whose purpose is to disrupt, damage, or interfere with Client systems, software, or Client Data.

8.3 Client Acknowledgements. Client is solely responsible for obtaining all necessary rights and consents to enter Client Data into the Software and hereby warrants that providing Client Data to Workiva under the Agreement will not violate or infringe the rights of any third party.

9.0 Indemnification.

Indemnification by Workiva. Workiva shall defend, indemnify and hold Client harmless from and against any damages arising out of third party claims alleging that the Software or Subscription when used as authorized under these se End Client Terms and Conditions infringes a patent, copyright, or trademark, including costs awarded or agreed in settlement by Workiva (including reasonable attorneys' fees) resulting from such claim, provided that Workiva shall have received from Client: (a) prompt written notice of such claim (but in any event notice in sufficient time for Workiva to respond without prejudice); (b) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (c) all reasonably necessary cooperation from Client. If Client's Subscription is (or in Workiva's opinion is likely to be) enjoined, if required by settlement or if Workiva determines such actions are reasonably necessary to avoid liability, Workiva may, in its sole discretion: (i) substitute for the Software substantially functionally similar programs and documentation; (ii) procure for Client the right to continue using the Software; or if (i) and (ii) are not commercially reasonable, (iii) terminate the Agreement and refund Client any pre-paid and unearned Subscription fees. The foregoing obligations of Workiva shall not apply: (1) if the Software is modified by any party other than Workiva, but solely to the extent the alleged

infringement is caused by such modification; (2) if the Software is combined with products or processes not provided or authorized by Workiva, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Software; (4) to any unsupported release of the Software; (5) to any third-party code contained within the Software; or (6) if Client settles or makes any admissions with respect to a claim without Workiva's prior written consent. THIS SECTION 9 SETS FORTH WORKIVA'S AND ITS LICENSORS' SOLE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

10.0 Disclaimer; Limitation of Liability.

10.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOFTWARE, INCLUDING WITHOUT LIMITATION THE THIRD-PARTY SOFTWARE, AND ALL SUBSCRIPTIONS ARE PROVIDED "AS IS". NEITHER WORKIVA NOR ITS LICENSORS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. CLIENT MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE SUBJECT TO THE LIMITED WARRANTY PERIOD.

10.2 BUT FOR WORKIVA'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, (I) WORKIVA SHALL NOT BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR COSTS OF COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, AND (II) WORKIVA'S ENTIRE LIABILITY UNDER THESE END CLIENT TERMS AND CONDITIONS SHALL NOT EXCEED THE FEES PAID OR OWED BY CLIENT FOR THE SOFTWARE DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED.

11.0 Miscellaneous.

11.1 **Notice.** Any notice or demand which is required to be given under the Agreement will be deemed to have been sufficiently given and received for all purposes when delivered by hand, confirmed electronic transmission, or nationally recognized overnight courier, or five (5) days after being sent by certified or registered mail, postage and charges prepaid, return receipt requested, to the address, facsimile number, or the e-mail address identified in the applicable Order, and to the attention of such other person(s) or officer(s) as either party may designate by written notice.

11.2 **Governing Law.** Without regard to its conflicts of laws principles, the laws of Client's state govern all matters arising under or relating to the Agreement.

11.3 **Assignment.** Neither party may assign these End Client Terms and Conditions, or any of its interest herein, without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed; provided, however, that no such prior approval shall be required for an assignment in connection with a sale of all or substantially all of a party's business related to the subject matter of these End Client Terms and

Conditions or any merger, sale of a controlling interest, or other change of control of such party. In the event of assignment as mentioned in the previous sentence, the assigning party shall provide written notice as soon as is reasonably practicable. These End Client Terms and Conditions applies to and binds the permitted successors and assigns of the parties.

11.4 Force Majeure. Neither party will be in default or otherwise liable for any delay in or failure of its performance under these End Client Terms and Conditions if such delay or failure arises by any reason beyond its reasonable control, including any act of God or the common enemy or earthquakes, floods, fires, epidemics, riots, or failures or delays in transportation or communications (each, a "Force Majeure Event"). The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of these End Client Terms and Conditions.

11.5 Injunctive Relief. Each party acknowledges and agrees that a breach or threatened breach by either party of any of its obligations under Sections 6 or 7 will cause immediate and irreparable harm to the non-breaching party for which monetary damages may not constitute an adequate remedy. Accordingly, the breaching party acknowledges and agrees that the non-breaching party shall be entitled to injunctive relief for the breaching party's obligations herein, without the non-breaching party having to prove actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for the breaching party's breach of these End Client Terms and Conditions, but shall be in addition to all other remedies available to the non-breaching party at law or in equity.

11.6 Government End-Users. The Software is commercial computer software. If the user or licensee of the Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Software was developed fully at private expense. All other use is prohibited.

11.7 Third Party Beneficiaries. Workiva Inc., its affiliates and licensors may be third party beneficiaries of these End Client Terms and Conditions. No other third party, including without limitation Client's addition of third party Users pursuant to Section 2.1(a), is intended to be a beneficiary of these End Client Terms and Conditions entitled to enforce its terms directly.

11.8 Third Party Terms. "Third Party Software" means components of the Software which are licensed from third parties ("Third Party Providers"). "Third Party Terms" means those terms and conditions between Third Party Providers and Workiva applicable to Third Party Software. In the event Third Party Terms are changed by Third Party Providers, as the case may be from time to time, Client may be required to accept additional terms upon login and access to the Software, or otherwise as Workiva requires. If Client determines the Third Party Terms have an adverse impact, and as a result do not consent, Client SHOULD not access or use the Software.

11.9 General.

- (a) The Agreement supersedes all previous discussions, negotiations, understandings, and agreements between the parties with respect to its subject matter, including any non-disclosure agreements and/or

obligations which will be expressly superseded in their entirety by Section 6 of these End Client Terms and Conditions, and constitutes the entire agreement between the parties. No oral statements or material not specifically incorporated herein will be of any force and effect. With the exception of (a) modifications to the Documentation (which may not be unilaterally modified by Workiva except to ensure compliance with Section 8.2(d)), and (b) other URLs referenced in these End Client Terms and Conditions (which may not be unilaterally modified by Workiva in a manner that would be detrimental to Client in Client's reasonable discretion), and , no changes in or additions to these End Client Terms and Conditions will be recognized unless incorporated herein by amendment and signed by duly authorized representatives of both parties. With the exception of the Documentation, in the event Workiva updates a URL in accordance with the foregoing, and Client determines such modification is detrimental to Client, it shall so inform Workiva and the modified URL(s) will remain bound by the version of the URL(s) previously agreed upon. For the avoidance of doubt, factual updates to the Documentation may not be voided by Client in accordance with the foregoing. The application of Client's general terms and conditions in any general vendor acknowledgement or Client's other general purchasing conditions are hereby expressly excluded and objected to by Workiva. These End Client Terms and Conditions shall apply and supersede the pre-printed terms and conditions of any form submitted, in electronic format or otherwise, by either party. These End Client Terms and Conditions will not be construed against either party as the purported drafter.

- (b) The waiver by either party of a breach or violation of any provision of these End Client Terms and Conditions will not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.
- (c) In the event any provision of these End Client Terms and Conditions is held to be unenforceable for any reason, the unenforceability thereof will not affect the remainder of these End Client Terms and Conditions, which will remain in full force and effect and enforceable in accordance with its terms. With respect to any unenforceable provision, the applicable arbitrator or court shall deem the provision modified to the extent necessary, in such adjudicator's opinion, to render such term or provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties set forth herein.
- (d) Headings in these End Client Terms and Conditions shall not be used to interpret or construe its provisions.
- (e) The following order of precedence will be followed in resolving any inconsistencies between the terms of these End Client Terms and Conditions and the terms of any Orders, exhibits, statements of work, or other documents: first, the Sections 1 - 11 in of these End Client Terms and Conditions, including any referenced URLs (which may give priority to Orders for certain purposes); second, terms contained in an Order; and third, the terms of any other documents referenced in any of the foregoing

Exhibit C



Nik Georgiev PMP

BACKGROUND

With more than 14 years in the Information Technology industry and Public Sector ERP, Mr. Georgiev has a wide range of experience in project management, business process optimization and software implementations.

- 8 years of professional experience with core business analysis strengths in project management, requirement gathering, design, business modelling, testing, and documentation.
- Involvement across all phases of the software lifecycle, consistently delivering projects on time that are on or under budget.
- An analytical problem solver with the communication and functional skills required to understand project goals and translate requirements into effective solutions.

CGI EXPERIENCE

Senior Consultant, Advantage Performance Budgeting (11/2013 to Present).

As a SME for the Performance Budgeting team, Mr. Georgiev has worked on multiple Performance Budgeting implementations. He has been a functional and technical lead on various projects and his duties consist of facilitating iterative review sessions with stakeholders, identifying design improvements, managing issues, priorities, and user expectations.

PROJECTS

- City of Philadelphia Performance Budgeting (PB) cloud solution implementation- Functional and Technical lead on the project. Business process optimization and mapping to our software. Responsible for Pentahoe and PDI integration, interfaces, conversions, and cloud support.
- Denver International Airport Performance Budgeting (PB) implementation- Led the implementation of the latest version of the Performance Budgeting (PB) system as well as the development of the Performance Measures process and Capital Management System.

EXPERIENCE SNAPSHOT

INDUSTRY EXPERTISE

- Public Sector ERP
- Public Sector Budgeting
- Project Management
- Client Support

TECHNICAL SPECIALIZATIONS

- Public Sector Budgeting
- Agile Project Management
- Business Process Engineering
- Software Development Cycle
- Process Analysis
- Requirement Analysis and Design
- Budget Book Publishing

CERTIFICATIONS

- PMP
- Workiva

- **Baltimore County Performance Budgeting (PB) upgrade** - Led the implementation of the latest version of the Performance Budgeting (PB) system as well as the development of the Performance Measures process and Capital Management System. Performed all conversions, interface work as well as develop the mapping for the new reports.
 - **Anne-Arundel County Public schools BRASS to Performance Budgeting (PB) upgrade**- Senior functional and technical resource on the project. Maintained project scope and project plan execution.
 - **City of Norfolk Performance Budgeting (PB) cloud services upgrade**- Senior functional and technical resource on the project responsible for all aspects of the upgrade, including budget book publishing. Maintained project scope and project plan execution.
 - **Aldine Independent School District Performance Budgeting (PB) and Financial System upgrade**- Senior functional and technical resource on the project. Interface development and scope analysis.
 - **Ocean County New Jersey BRASS to Performance Budgeting (PB) upgrade**- Senior functional and technical resource on the project. Maintained project scope and project plan execution.
 - **Kansas City Performance Budgeting (PB) cloud services upgrade**- Replace the current system with an integrated online enterprise solution; Allow for creation of independent salary projection scenarios and the ability to compare the results; Enhance reporting and analysis capabilities; Integrate budget dollars with performance measures; Provide capabilities for budget document preparation from the system
 - **Prince William County (PB upgrade)** Functional and technical lead for upgrading the client to the latest PB software and transitionig the client to the CGI cloud.
 - **Wake County (PB upgrade)** Functional and technical lead during the upgrade process. Key role in introducing new processes and optimizing existing ones, including budget book publishing.
 - **State of Maine (PB new implementation)** Functional and technical lead for implementing a Biennial Budgeting solution

OTHER EXPERIENCE

SENIOR BUDGET AND BUSINESS SYSTEMS ANALYST, CITY OF NORFOLK - 2011 – 2013

- Assist in the development, formulation, and administration of the City's Operating budget, decision-support services to the City Manager and Council, strategic planning, general research, and citywide productivity improvement efforts.
- Develop and maintain applications and systems to analyze and monitor key aspects of the Operating Budget and Budget Document. Led the implementation of the latest version of the Performance Budgeting (PB) system as well as the development of the citywide Performance Measures process.

- Coordinate the development of forms, instructions, budget calendars, and compilation and analysis of data for the preparation of City Manager's budget recommendations and research reports.
- Performance Budgeting (PB) and InfoView (Reports) Administrator.
- Maintain all interfaces from and to the budget system.
- Technical and Functional Lead for the publishing of the City of Norfolk Budget Book.
- Conduct meetings with executive staff and departmental representatives regarding budgets and research projects; coordinate and validate the entry of budget and management information into automated systems; establish budgetary controls and procedures and methods of analysis.
- Use effective interpersonal and communication skills in one-on-one and group situations to gain information for application to management and budgetary issues
- Manage a portfolio of several city departments in regard to their budgets, personnel and contracts.

EDUCATION

Master of Science in Banking & Financial Services Management
B.A. Economics and Mathematics

Boston University (2008-2010)
Bard College (2003-2007)

TRAINING AND CERTIFICATIONS

- PMP
- Workiva

SKILLS SUMMARY

Software – Microsoft Excel, Word, Access, Project

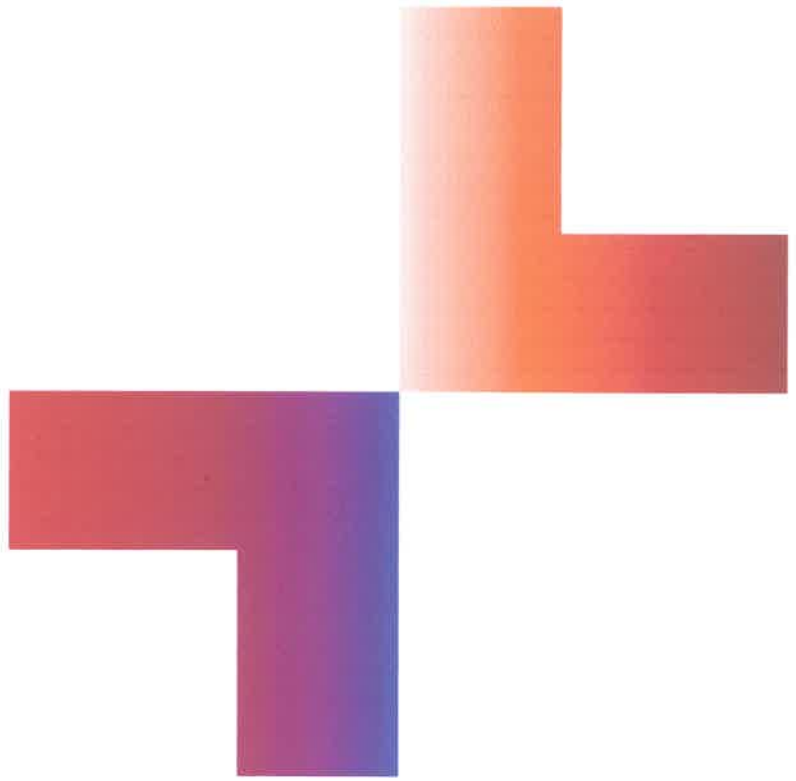
Query Language – SQL

Software Design Methodology – Agile SAFe Methodology

Systems Implementation – Project Management, Business and Systems Analysis, Prototyping, Modelling and Training

AREAS OF EXPERTISE

- Demonstrated competencies in: (1) resource planning, estimating, and budgeting; (2) business analysis and systems design; (3) technical, functional, and training documentation; (4) staff management, leadership, coaching, and training; (6) cross-departmental team building; and (7) sub-contractor relations.
- Experience with and understanding of: (1) PMI project management body of knowledge areas; (2) project life cycle; (3) business processes and enterprise interdependencies; (4) web and application development tools, methods, and programming; and (5) various hardware, software, and networking.



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