



STATEMENT OF WORK

Presented to

Fulton County, Georgia

Amendment #2 to
Statement of Work for
ERP Upgrade Project Oversight/QA and OCM Services

Presented by:

ISG Public Sector

June 23, 2025

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1 Scope of Services and Work Products

International Consulting Acquisition Corp. dba ISG Public Sector (ISG) will provide Fulton County, Georgia (County) with Project Oversight/Quality Assurance (QA) and Organizational Change Management (OCM) services for the County's Enterprise Resource Planning (ERP) Upgrade Project. Project Oversight/QA services include assisting with the verifying that the solution is designed, tested, and implemented to satisfy County business requirements and validating that the practices, methods and activities of the project are effective, efficient, and will deliver a solution that meets County goals. OCM services include reviewing and providing feedback on the communication, preparedness, and training efforts of the County in coordination with CGI.

This Statement of Work (SOW) will provide consulting services on a fixed fee for service basis as defined in the pricing schedule provided below. These services will be delivered through a hybrid on-site/remote presence as defined below. ISG will adapt the below services to follow the CGI implementation methodology.

County and ISG will regularly work together in good faith to determine the most effective utilization of ISG's consulting services as the project progresses through the various phases of the ERP upgrade implementation.

The scope and timing of anticipated ISG services are described below.

1.1 ERP Upgrade Project Oversight/QA and OCM Services

The County has contracted with CGI to upgrade its current on-premises CGI Advantage ERP Solution to the cloud-based software as a service (SaaS) CGI Advantage 4 ERP Solution. Generally speaking, SaaS software is highly configurable to suit client needs but typically is not customizable. SaaS software selection therefore seeks the "best fit," and cloud software users modify their processes to operate with the "best practice" processes supported by the software. Requirements not met by the selected provider's software (in this case, the CGI Advantage 4 Solution) therefore must be addressed through changes in policy and/or process (i.e., workarounds), integrations, or development of extensions (i.e., CGI- and/or County-led development objects external to the CGI Advantage SaaS ERP products). County Leadership has adopted and endorsed this approach. County leaders will apply this approach in making decisions related to the business processes that the County will implement.

The County and CGI will manage the Project, direct their respective Project staff members, and be responsible for implementation strategy and task execution consistent with the County-CGI agreements and the County's finalized Project Plan. The County assumes responsibility for governance and timely Project decision-making, implementation of internal controls, security set-up and maintenance, and compliance with federal, state laws and regulations, and County ordinances.

Project Oversight/Quality Assurance Services

ISG will provide Project Oversight/QA services throughout the Project. Project Oversight/QA services include objective, timely analysis and feedback to the Project Executive Sponsors, the Executive Steering Committee (ESC), and the County's Program Management Office (PMO) and other groups as mutually agreed based on ISG's experience with similar projects.

Throughout the Project, ISG will review CGI's work products for quality, accuracy, completeness, and adherence to contractual and functional/technical requirements. ISG's written review will identify schedule, cost and technical inconsistencies, errors, or other issues that may present a risk to the Project and will recommend acceptance or rejection of deliverables based upon the above criteria (e.g., quality, accuracy, completeness, and adherence to requirements).

ISG will conduct Project Oversight/QA in parallel with program activities and will include objective evaluation to validate that the project practices and procedures are meet or exceed industry standards. To complete these tasks, ISG will document a Project Oversight/QA plan that will describe the high-level plans and services that will be utilized to validate the ERP Upgrade Project is being implemented in compliance with user, contract, program, and functional requirements. Additionally, upon mutual agreement with County PMO, ISG will review deliverables to confirm that they satisfy the standards, practices, and convention of the program "stage" and that they establish the proper basis for initiating next "stage" activities.

Verification Services

ISG will provide objective verification of selected work products and activities pertaining to all Phases of the ERP Upgrade Project. These services will be derived from industry best practices and established quality control principles, and all verification artifacts will be based on the approved, allocated and prioritized requirements for the Solution.

In general, ISG's verification services will include:

- Development and implementation of a Project Oversight/QA framework for the objectives, scope, approach, standards and procedures, tool, etc., to be used in the verification effort
- Ongoing observation and assessment of project activities
- Review of key Project deliverables as mutually agreed-upon with the County PMO
- Administration activities and tasks in support of the verification effort

Validation Services

ISG will also provide validation support services to confirm that business requirements, issues, and risks have been satisfactorily addressed in accordance with best practices. The validation services aim to confirm the fit of the new business new solution as defined by the County and that appropriate training, policy, process, and procedural changes have been

defined and implemented according to the contract and work plan between the County and CGI.

In general, ISG's validation services include:

- Providing objective guidance and expertise to increase Project success and lower implementation risks
- Offering perspective and recommendations on the health of the ERP Upgrade Project from an experienced, neutral third party to improve the management of the solution in accordance with practices that reduce risk and support achievement of the stated Project objectives
- Communicate lessons learned from other implementation and redesign experiences to limit rework
- Provide recommendations on a revised course of action to limit the impact of potential issues and risks

Organizational Change Management Services

ISG will provide Organizational Change management services beginning the third month of the project and continue throughout the remainder of the Project. OCM services include assisting the County Organizational Change Management Team with preparing the County for success throughout each Phase of the ERP Upgrade Project.

Throughout the Project, ISG will review and provide input to CGI's communications, training, business process re-design, and related efforts and work products. ISG will assist the County's OCM Manager with monitoring the County's organizational change management activities in accordance with the Project Plan.

- **Elimination of Barriers to Success** – ISG will monitor change management activities to emphasize potential “hot spots” and to mitigate Project risks. ISG will assist County Leadership and Project Teams with identifying organizational change areas having the greatest risk to project success based on ISG's previous experiences in providing project management services on large enterprise projects, as well as its knowledge of business processes inherent in ERP software and based on best business practices.
- **Communications** – ISG will review the County's execution of the County-approved CGI communication and change management plan for the ERP Upgrade Project. ISG will validate the Communication plan includes a comprehensive strategy for communicating with all impacted levels of the organization. ISG will also assist the County's review of CGI's communication activities, key messages associated with each activity, the audience, and the party responsible for delivering the communication throughout the ERP Upgrade Project.
- **Role Mapping and End-User Skills Fit/Gap Analysis** – ISG will validate the tools that the County will use to map end users to their new roles and to match employee skills with the requirements of the new roles.

- **Training** – ISG will evaluate the various components of end-user training, including the curriculum, materials, instructors, techniques, facilities, and logistics to confirm the strategy to properly educate employees to be able to function effectively in their new roles.
- **Organizational Impacts** – ISG will review the Project’s organizational design recommendations to account for the County’s history of changes, the impacts on current business processes, and the potential for changes in workforce requirements.
- **Change and Culture Impacts** – ISG will review both the knowledge transfer (e.g., the ability for the County to be self-sustaining when the recommended changes are put into effect) and the change management strategies and plans. This review also includes the engagement strategy for County Leadership, stakeholders, and end users.

Optional Services

At its sole discretion, the County may authorize ISG to provide additional services using the rate card contained in this SOW. ISG and the County will mutually agree to the required staffing levels to support any such services and follow the Change Control process defined below.

1.2 Work Products and Approval Process

Monthly Project Oversight/Quality Assurance Report

ISG will develop a monthly Project Oversight/Quality Assurance Report formatted in two parts. The first part will present an executive summary containing narrative on key topics and observations of activities and work products. The second part will contain details on individual activities and work products validated and verified for the monthly reporting period.

Organizational Change Management Work Products

On a monthly basis, at a minimum, ISG’s OCM Consultant will collaborate with the County’s OCM Manager to prioritize and guide ISG’s efforts for the upcoming month. During these collaboration sessions, ISG’s OCM Consultant will provide the County’s OCM Manager a status of their efforts, identification of any roadblocks, and proactively identify opportunities to re-prioritize work based on the Project’s progress and phase.

The following non-exhaustive list provides example Work Products the ISG OCM Consultant will contribute to:

- Stakeholder Analysis and Engagement Plan

- Change Readiness Assessments
- Behavioral Change Plans
- Transition Plan Document
- Implementation Strategies Document
- Success Metrics Documentation and Monitoring Procedures
- Feedback Strategy

Work Product Approval Process

ISG will present the above-defined work products to the County PMO for review and acceptance. The Project Executive Sponsors or the Project Manager will review the work product and accept or provide feedback within five (5) business days (the review period). If the County identifies deficiencies in the work product, the County PMO will provide the ISG Engagement Executive with written notice and a description of the specific deficiencies in the work product prior to the expiration of the review period. ISG may then revise the work product to address the deficiencies. If the County identifies additional deficiencies on ISG's re-submitted work product, the County PMO will notify the County Executive Sponsor and the ISG Engagement Executive to determine the plan for resolution. Unless notice is provided to the ISG Engagement Executive within the review period, the County and ISG agree the work product is considered complete.

2 ISG's Roles and Estimated FTE

ISG's roles and estimated full-time equivalency (FTE) are presented in the following table.

| Project Role | Responsibility | Estimated FTE |
|------------------------------|--|--------------------------------|
| Engagement Executive | Overall responsibility for the success of the engagement. Coordination of ISG resources to manage the Project to successful completion of all tasks, including quality, completeness, and timeliness. Conduct and document quality review meetings with the County. Also serve as a functional SME for the full Project scope. | Mo. 1-23: 10% |
| Project Oversight/QA Manager | The Project Oversight/QA Manager is responsible for day-to-day engagement in project activities and review of work products to confirm the project is being managed and executed following best practices and the solution being delivered meets the stated objectives of the County. | Mo. 1-2: 50% Mo. 3-23: 100% |
| OCM Manager | The OCM Manager is responsible for managing and monitoring the County's OCM activities following the County-approved plans developed by CGI, while providing feedback and input on the County's behalf to continually collaborate with CGI on the Project's training, communication, and preparedness activities. | Mo 3-12: 50% Mo 13-23: 100% |

Estimated and actual FTE may vary by Project phase and month.

3 Period of Performance

The amended term of performance will extend the initial term of eighteen (18) consecutive months by an additional five (5) months to a consecutive twenty three (23) month term. The initial term can be extended at the County's sole discretion for an additional twelve (12) months using the rate card identified in Pricing below. Changes in the duration of project activities within a phase would not necessarily indicate a material change (e.g., short extension of the Design phase). However, changes that increase the overall length of a project phase (i.e., Go-Live Date) would be considered material. Any such material changes in the project timeline will be subject to mutual agreement of the Parties as defined in Change Control below.

4 Change Control

The County and ISG agree to manage contractual and SOW changes via a formal change control process. At any time, either the County or ISG may propose a contract change request to reflect a material change in Project scope, timeline, work effort, resource requirement, compensation, or other matter affecting the delivery of ISG's services. Upon submission, ISG will advise the County as to any cost or schedule impacts impacting ISG's fixed-fee or an estimate for additional services provided on a time and material basis.

In anticipation of the need for a contractual change, the County and ISG shall propose an amendment to the SOW to reflect the nature of the change and expected impact of the change. Both parties will negotiate the terms of the change in good faith and in a timely manner document the change impacts (e.g., scope increase/decrease, resources, payment timing/amounts) in an amendment to the SOW as signed by the County and ISG.

Neither party is obligated to change the deliverables, services, resources, or other aspects of the contract unless an SOW amendment for such change has been signed by both parties.

5 Termination for Convenience

In the event of termination for convenience, the Party initiating the termination will provide the Party being terminated for convince a written notice (30) days prior to the anticipated termination date. Upon notice of termination for convenience by the County, ISG will not work any compensable hours after the termination date. ISG's monthly fee will be prorated based on the termination date.

6 Pricing

ISG's services described in this SOW will be provided for a fixed monthly fee inclusive of all travel, expenses, and overhead costs. ISG's services will be invoiced monthly for service provided in the previous month, as follows:

| Month # | Invoice Amount | Month # | Invoice Amount | Month # | Invoice Amount | Month # | Invoice Amount |
|---|----------------|-----------------|----------------|-----------------|----------------------|-----------------|----------------------|
| 1 (05-2024) | \$26,100 | 7 (11-2024) | \$73,250 | 13 (05-2025) | \$76,912 | 19 (11-2025) | \$78,680 or \$98,120 |
| 2 (06-2024) | \$26,100 | 8 (12-2024) | \$73,250 | 14 (06-2025) | \$76,912 or \$93,030 | 20 (12-2025) | \$78,680 or \$98,120 |
| 3 (07-2024) | \$73,250 | 9 (01-2025) | \$73,250 | 15 (07-2025) | \$76,912 or \$93,030 | 21 (01-2026) | \$78,680 or \$98,120 |
| 4 (08-2024) | \$73,250 | 10 (02-2025) | \$73,250 | 16 (08-2025) | \$76,912 or \$93,030 | 22 (02-2026) | \$78,680 or \$98,120 |
| 5 (09-2024) | \$73,250 | 11 (03-2025) | \$73,250 | 17 (09-2025) | \$76,912 or \$93,030 | 23 (03-2026) | \$78,680 or \$98,120 |
| 6 (10-2024) | \$73,250 | 12 (04-2025) | \$73,250 | 18 (10-2025) | \$76,912 or \$93,030 | Conf. | \$6,000 |
| Grand Total Assuming 1.0 OCM FTE | | | | | | | \$1,823,362 |

The County and ISG will jointly agree via email to adjust the OCM resource to be a 0.5 or 1.0 FTE. In the months when the OCM resource is a 0.5 FTE, ISG will submit an invoice for the lesser amount in the payment schedule. When the OCM resource is a 1.0 FTE, ISG will submit an invoice for the greater amount in the payment schedule.

With the County's written approval, ISG will be reimbursed for conference registration fees for conference attendance up to the amount shown below.

Conference Registration Fee Budget: \$6,000

Rate Card for Task Order Services

The County may authorize ISG to perform services on a task order basis. The time and materials rate card will be used for services outside of the scope (e.g., training, interface support) described in this SOW. Any such changes will be handled through the Scope Change Control process as defined in this SOW. ISG will only bill for services rendered and the off-site rates are inclusive of all travel and lodging expenses.

| Role Description | Hourly Rate May 2024 to Oct 2025 | Hourly Rate Nov 2025 to Oct March 2026 |
|-------------------------------|--|--|
| Engagement Partner - On-site | \$350 | \$355 |
| Engagement Partner - Off-site | \$300 | \$305 |
| Project Manager - On-site | \$275 | \$280 |
| Project Manager - Off-site | \$225 | \$230 |
| Director – On-Site | \$265 | \$270 |
| Director – Off-Site | \$215 | \$220 |
| Consultant – On-site | \$240 | \$245 |
| Consultant – Off-site | \$190 | \$195 |

Any task order work will be addressed via individual monthly releases. ISG will submit a Release Document for the upcoming month or quarter to the County Project Manager approximately two (2) weeks prior to the beginning of a month that does not have an approved release for the work to be performed during that month. If the Release Document is accepted by the County, ISG will perform the tasks described in the Release Document. At the end of each month, ISG will: (1) produce a report that provides the status of the tasks described in the Release Document, and (2) submit an invoice to the County for the work performed during that month. The report will include the following items:

- The number of hours expended during the past month, and the cumulative total to date for the task order.
- Identification of the tasks worked on and what was completed during the current reporting period.
- The amount of funds expended during the current reporting period, and the cumulative total to date for the task order.

The County will review the status report and, upon acceptance of report, approve the ISG invoice for payment and remit payment within the terms of the contract. The actual hours worked will vary and will be included in the monthly invoice.

7 Assumptions

ISG's fee estimates are based on the services requested by the County and described in the Scope of Services section. To the extent additional services are requested, such services will be performed on a fee-for-service basis and documented via Change Control. This SOW and associated cost estimates are based on the following key assumptions:

- The County will provide an administrative support person assist with project management office activities.
- The County will make all Project meetings known to ISG in a timely manner, will grant ISG access to Project meetings, workshops, events, and other activities (e.g., testing, training), and will allow ISG to participate in any such meetings that ISG deems necessary to fulfill its responsibilities under the SOW. In general, these privileges will be equivalent to the privileges that the County makes available to the County's own Project Leadership group and team members. Furthermore, the County will agree with CGI and any other third-party contractors to grant ISG the same privileges as described, as it relates to the Project.
- The County will make access to all documentation related to the Project available in a timely manner to ISG as ISG deems necessary to fulfill its responsibilities under the SOW. In general, this privilege will be equivalent to the access the County provides to its own Project Leadership group and team members. Furthermore, the County will agree with CGI and any other third-party contractors that the County may engage to grant ISG the same privileges as described, as it relates to the Project.

- Representatives knowledgeable of the County's operations, systems, data, interfaces, etc. (i.e., subject matter experts) will be available to meet with ISG members for meetings in a timely manner and provide responses to ISG inquiries as ISG deems necessary to fulfill its responsibilities under the SOW.
- The County's PMO will review and provide timely feedback as noted above on work products as they are presented to the County for review.
- The County assumes responsibility for timely Project decision-making, software configuration and business process decisions, implementation of internal controls, security set-up and maintenance, and compliance with federal and state laws and regulations.
- ISG's Project Oversight/QA Manager will provide services through a mix of on-site and off-site resources not to exceed fifty percent (50%) on-site effort over the life of the Project. ISG's Engagement Executive and ISG's OCM Manager will provide services remotely. Any necessary expenses for anticipated ISG resources travelling onsite are included in the pricing.
- The Project Plan and invoicing schedule assume ISG will provide continuous services consistent with the Project Plan and will not experience a break in service. Should a break in service be necessitate by Project events, those changes will be addressed through the Scope Change Control process.
- ISG will rely upon information and representations provided by the County for the purpose of rendering services throughout this Project.
- The County and ISG agree that the scope of activities in this SOW may be adjusted as to priority and work effort during the course of the engagement such that the total cost of this effort does not exceed available funding.

If any of these assumptions prove invalid, or if deviations from them arise during the project, they will be managed through the scope change control process.



* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed as of the SOW Effective Date by their respective duly authorized representatives.

Fulton County, Georgia

**International Consulting Acquisition Corp.
dba ISG Public Sector**

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____