



STATEMENT OF WORK

Presented to

Fulton County, Georgia

Amendment #3 to  
Statement of Work for  
ERP Upgrade Project Oversight/QA and OCM Services

Presented by:

ISG Public Sector

March 5, 2026

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## 1 Scope of Services and Work Products

International Consulting Acquisition Corp. dba ISG Public Sector (ISG) may provide Fulton County, Georgia (County) with Project Oversight/Quality Assurance (QA), Organizational Change Management (OCM), and Payroll/Human Resource Management (HRM) Subject Matter Expertise (SME) advisory services for the County's Enterprise Resource Planning (ERP) Upgrade Project.

Project Oversight/QA services may include assisting with 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 may include reviewing and providing feedback on communication, preparedness, and training efforts in coordination with CGI. Payroll SME services may include functional advisory contributions related to design, testing, and payroll readiness activities.

This Statement of Work (SOW) provides consulting services on a time and materials (T&M) basis as defined in the Pricing section below. Services will be delivered through a blended team structure aligned to Project priorities and actual utilization of authorized hours under this Amendment. The services described herein represent the types of advisory activities ISG may perform, and actual activities will be determined based on mutually agreed priorities and available authorized hours.

County and ISG will regularly collaborate in good faith to determine the most effective utilization of ISG's consulting services as the Project progresses. The scope and timing of ISG's activities will be aligned to Project conditions and authorized hours under this Amendment.

### 1.1 Description of 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.

The services described below represent the types of advisory activities ISG may perform under this Amendment. Actual activities will be determined based on mutually agreed priorities and available authorized hours.

### **Project Oversight/Quality Assurance Services**

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

As requested and aligned to authorized hours, ISG may review CGI's work products for quality, accuracy, completeness, and adherence to contractual and functional/technical requirements. Any written input provided by ISG will identify schedule, cost, or technical inconsistencies and may include recommendations regarding deliverable acceptance.

ISG may conduct oversight activities in parallel with program activities, as appropriate to the level of effort utilized under this Amendment. Upon mutual agreement with County PMO, ISG may 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 may provide advisory review and objective input on selected work products and activities pertaining to various phases of the ERP Upgrade Project, as mutually agreed. These services will derive 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, such advisory services may 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 may provide validation-related advisory support to assist the County in confirming that business requirements, issues, and risks have been addressed in alignment 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 such advisory 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**

OCM services may include assisting the County Organizational Change Management Team with preparing the County for success throughout applicable Phases of the ERP Upgrade Project.

As requested and aligned to authorized hours, ISG may review and provide advisory input on CGI's communications, training, business process re-design, and related efforts and work products. ISG may assist the County's OCM Manager in monitoring organizational change management activities in accordance with the Project Plan.

In general, ISG's OCM services include:

- **Elimination of Barriers to Success:** ISG may monitor change management activities to emphasize potential "hot spots" and to mitigate Project risks. ISG may 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 may review the County’s execution of the County-approved CGI communication and change management plan for the ERP Upgrade Project. ISG may validate the Communication plan includes a comprehensive strategy for communicating with all impacted levels of the organization. ISG may 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 may 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 may 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 may 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 may 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, which could also include the engagement strategy for Leadership, stakeholders, and end users.

### Payroll and Human Resource Management (HRM) SME and Facilitation Services

Payroll/HRM SME services may include assisting the County’s Payroll, HR, Finance, and Project Leadership teams with focused payroll-related activities associated with the ERP Upgrade Project.

As requested and aligned to authorized hours, ISG may review and provide advisory input to CGI’s payroll-related design, configuration, data conversion, testing, and transition activities and work products. ISG may assist the County’s Project Leadership with organizing and coordinating payroll-related efforts in accordance with the Project Plan.

- **Payroll Subject Matter Support:** ISG may provide experienced payroll functional and technical expertise to support the County’s review of payroll configurations, business process alignment, and related transition activities. ISG may assist with clarifying requirements, identifying dependencies, and providing perspective based on prior CGI payroll implementation experience.
- **Coordination of Payroll Activities:** ISG may assist the County with organizing remaining payroll-related tasks, supporting technical coordination, and promoting alignment across Payroll, HR, Finance, IT, and CGI project teams.
- **Data Transition and Validation Activities:** ISG may review payroll data migration, reconciliation, and validation efforts to support accuracy and completeness during transition activities.

- **Testing and Readiness Efforts:** ISG may evaluate payroll testing approaches and related readiness activities to help confirm preparedness for ongoing payroll operations.
- **Facilitation Support:** ISG may facilitate payroll-focused working sessions and assist with documenting key decisions, risks, and action items to support structured decision-making and timely resolution of payroll-related matters.

ISG's Payroll SME services are supplemental and advisory in nature. The County retains responsibility for all payroll policy decisions, compliance determinations, system approvals, and operational execution.

## 1.2 Work Products and Reporting

ISG may provide advisory input, status updates, observations, and other informal or formal work products, as appropriate to the level of effort and authorized hours.

ISG will provide a summary of monthly activities, including working sessions and any identified risks or concerns related to the Project.

## 2 ISG's Roles and Resourcing Model

ISG may provide services through the following roles, as appropriate based on Project needs:

- Project Oversight/QA Manager
- Payroll/HRM Subject Matter Expert
- Organizational Change Management Consultant
- Engagement Executive

These roles reflect the advisory, governance, stabilization, and payroll/HRM SME services described in Section 1. Specific role participation and level of effort will be determined collaboratively and aligned to the utilization of hours under the Not To Exceed amount.

## 3 Period of Performance

The amended term of performance will extend the amended term of twenty-three (23) consecutive months by an additional twelve (12) months to a consecutive thirty-five (35) month term. The term of this agreement can be extended at the County's sole discretion for an additional twelve (12) months using the Change Control process 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 Not To Exceed Amount or estimated utilization.

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 remotely using a blended time and materials (T&M) basis at a rate of \$250 per hour.

The total compensation under this Amendment shall not exceed \$360,000 for the twelve (12) month term (the "Not To Exceed Amount") unless modified through Change Control.

ISG will invoice monthly for actual hours expended during the previous month

The County and ISG acknowledge that utilization may fluctuate based on Project conditions. It is anticipated that hours may be more concentrated during Day 1 go-live stabilization activities and may moderate as the Project transitions into steady-state support and progression toward the Day 2 solution.

If the Not To Exceed Amount is approached prior to the end of the term, the Parties may mutually agree to pursue an amendment or change control to address continued support needs.

## 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 to 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.
- The services assume ongoing collaboration consistent with Project needs and will not experience a break in service. Should a break in service be necessitated 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: \_\_\_\_\_