

**DEPARTMENT OF ADMINISTRATIVE SERVICES
ARCHITECTURE, ENGINEERING & ENVIRONMENTAL SERVICES SECTION
CONSULTANT RETENTION / CONSULTANT SELECTION APPROVAL**

Date: August 29, 2016

I. PROJECT DESCRIPTION

Project Title: **Capital Budget PM Software**

Project No.: **O240-14442**

Agency: 120 Org. No.: 1850 Object No.: 6146

Project Code: WO240014 Activity: _____

Function: _____ Category: _____

REVIEWED BY SLP
DATE 9-27-16

Agreement Type

- Lump Sum - Not-To-Exceed Vendor Master Services Agreement
- Lump Sum - Not-To-Exceed **Type "B" Agreement – Annual**
- Actual Cost - Not-To-Exceed Fee **Type "B" Agreement – Annual**
- Actual Cost - Not-to-Exceed Fee **Type "C" Agreement**

II. CONSULTANT SELECTION PROCEDURE

Formal RFP process was administered by DAS Procurement Division for procurement of the software. The RFP was developed with input from DAS-FM, Procurement and IMSD staff using the standard Procurement Division RFP format and process. 7 proposals were received. Initial scoring by a panel of 5 County staff (4 from AE&ES, 1 from IMSD) indicated a short list of 4 proposers should be considered and possibly brought in for a demonstration and in-person interview. Upon further review, one of the proposers made the short list mostly due to pricing rather than technical merit. Interview/demonstrations were conducted for 3 proposers. Subsequently, the evaluation panel decided to reduce the scope of work and solicit a Best and Final Offer (BAFO) from the 3 remaining proposers. Based on the evaluation of the BAFO, the evaluation panel selected Oracle Unifier software. The Oracle Unifier software proposal included a third party software deployment consultant certified as an Oracle Platinum Partner.

III. RECOMMENDED CONSULTANT SELECTION

Consultant: Gaea Global Technologies
Oracle Primavera and Value Chain Experts
275 Moffett Blvd., Suite A
Mountain View, CA 94043

ANTICIPATED NTE FEE: **\$205,020.00**

Project Title: Capital Budget PM Software
Project No.: O240-14442

IV. DBE UTILIZATION

(Approved DBE Participation Recommendation Form (DBE-12 Form if 0% goal) or
"DBE" Utilization Report (DBE-14 Form approved by CBDP office) are attached)

DBE participation goal for this contract is 17%. Gaea Global Technologies submitted a "Good Faith Effort" with their proposal. CBDP office did not accept the GFE but worked with GAEA to reach an agreed upon DBE participation of 6.1%.

V. FISCAL NOTE

Sufficient funds are available in the project account to cover the 2016 expenditures. A fund transfer is scheduled in the October County Board cycle for review and approval for the remaining expenditures anticipated in 2017.

VI. SPECIAL NOTES

none

PREPARED BY: Greg High, Project Manager

REVIEWED AND RECOMMENDED BY:

DocuSigned by:
Greg High 9/28/2016
Greg High, Director
Architecture, Engineering
& Environmental Services Section
Date

OWNER DEPARTMENT APPROVAL

Consultant Retention Approved:

N/A 9/28/2016
Date
Director

DIRECTOR OF FACILITIES MANAGEMENT

Consultant Retention Approved:

DocuSigned by:
Jeremy Theis 9/28/2016
Jeremy Theis, Director
DAS- Facilities Management Division
Date

DIRECTOR OF ADMINISTRATIVE SERVICES APPROVAL

Consultant Selection Approved:

DocuSigned by:
Teig Whaley-Smith 10/6/2016
Teig Whaley-Smith, Director
Department of Administrative Services
Date

Project Title: Capital Budget PM Software
Project No.: O240-14442

OFFICE OF CORPORATION COUNSEL APPROVAL

Consultant Retention Approved:

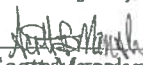
DocuSigned by:

Paul D. Englitsch
Corporation Counsel

10/7/2016
Date

OFFICE OF THE COMPTROLLER APPROVAL

Consultant Retention Approved:

DocuSigned by:

Scott Winkler
Secretary, Comptroller
Office of the Comptroller

10/13/2016
Date

OFFICE OF THE COUNTY EXECUTIVE APPROVAL

Consultant Retention Approved:

DocuSigned by:

Chris Abale
County Executive
Office of the County Executive

10/14/2016
Date

Attachments: Consultant Scope of Work w/Task-Hours Matrix
Approved DBE Participation Form
1684 Form

COPIES AFTER APPROVAL

cc:

G. High, A&E, DTPW
C. Hardy, A&E, DTPW

B. Engel, CBDP
Project Manager

Project File – Original

8/31/16



Gaea Global Technologies
Oracle Primavera and Value Chain Experts

Master Services Agreement

This Master Services Agreement is entered into on August 11, 2016 ("Effective Date") by and between Gaea Global Technologies, Inc. ("Gaea"), a California Corporation having offices at 236 Castro St, Suite 201, Mountain View CA 94041 and Milwaukee County, Department of Administrative Services, Architecture, Engineering, and Environmental Services, 633 W. Wisconsin Ave., Suite 901, Milwaukee, WI 53203 (the "Client").

Gaea and Client may individually be referred to as 'Party' or collectively referred to as 'Parties'. The terms of this agreement shall prevail over any terms in any attachment, including but not limited to, any purchase order or statement of work terms, unless mutually agreed to in writing by the Parties.

1. Services.

- a. From time to time, Client may submit to Gaea a written request for services in a statement of work (the "Statement of Work" or "SOW"). Each Statement of Work shall describe the work to be performed by Gaea, which description shall include deliverables and key milestones for the services.
- b. Upon acceptance of an executed Statement of Work from Gaea; (1) Client shall promptly submit a purchase order referencing the Statement of Work (2) Gaea will then be authorized to perform the services outlines in the specific Statement of Work.

2. Client Obligations and Project Assumptions. Client acknowledges that its timely provision of and access to, among other things, office accommodations, facilities, equipment, personnel in the form of a Project Manager, assistance, cooperation, complete and accurate information and data from its officers, agents, and employees, and suitably configured computer products (collectively, "cooperation") are essential to performance of any services as set forth in this exhibit. This list of what entails Client's cooperation is demonstrative and not exhaustive and further clarification may be made during the course of the Services or further detailed in the Statement of Work. Gaea will not be responsible for any deficiency in performing services if such deficiency results from Client's failure to provide full cooperation. Client is responsible for obtaining any consent required for Gaea to perform services under this Agreement and Statement of Work and to allow Gaea to post, at any site at which services are performed, any documents necessary for Gaea to provide services in compliance with the law.

3. Acceptance of Deliverables. Upon completion of any deliverable, Gaea shall provide a copy thereof to Client. At Client's request, Gaea will demonstrate to Client that the deliverable conforms to the description specified for such deliverable in the Statement of Work herein attached. Client will be responsible for any additional review and testing of such deliverable in accordance with any mutually agreed test scripts. If the deliverable does not conform to the description for such deliverable specified in the Statement of Work, Client shall have



(30) business days after Gaea's submission of the deliverable (the "Acceptance Period") to give Gaea written notice which shall specify the deficiencies in detail. Gaea shall use reasonable efforts to timely cure any such deficiencies. After completing such cure, Gaea shall resubmit the deliverable for Client's review and testing as set forth above. Upon accepting any deliverable submitted by Gaea, Client shall provide Gaea with written acceptance of such deliverable (the "Acceptance"). If Client fails to provide written notice of any deficiencies within the Acceptance Period, as provided above, such deliverable shall be deemed accepted (the "Deemed Acceptance") at the end of the Acceptance Period.

4. **Fees and Expenses.** Client agrees to promptly pay Gaea based on this Agreement and the attached Statement of Work (SOW), including but not limited to support services and development.
5. **Consulting and Staff Augmentation Fees.** Gaea shall screen and assign consultants ("Assigned Consultants") to perform the consulting and professional staff augmentation services in accordance with a defined SOW.
6. Gaea shall invoice Client monthly for services rendered by Assigned Consultants.
 - a. **Travel and Expenses:** If travel or other necessary expenses are to be incurred, pre-approval and invoicing methods shall be stipulated in the Statement of Work.
 - b. **Temporary Living by Law:** The Parties acknowledge that temporary living reimbursements to Gaea consultant(s) (the "Consultant(s)") may be deemed compensatory under federal, state, and local laws if a Consultant's assignment in a particular location will exceed or has exceeded one year. Where reasonably possible, Gaea will plan with Client to limit the duration of a Consultant's assignment in a particular location to less than one year. If Client's requirements are such that it becomes necessary for a Consultant's services in a particular location to continue for a year or more and as a result, the reimbursement of such Consultant's living expenses are deemed compensatory by law, then, Client agrees to pay Gaea the amount of additional compensation provided to such Gaea Consultant to compensate for fees imposed therefore.
 - c. **Estimated Costs:** Gaea may, at Client's requests, provide an estimate for costs of Time and Materials in Statements of Work (the "Estimate"). Such estimates are provided as a reasonable estimate of total cost and not as a fixed price. Gaea will make a reasonable attempt to notify Client as soon as practicable if it appears that the Estimate will be exceeded. Gaea shall not be obligated to but may continue performance under any Statement of Work and may incur charges in excess of the total cost estimated, but not more than twenty-percent (20%) in excess, until an amendment is made to said Statement of Work and is approved in writing by Client or a notice of termination has been received by Gaea.



- d. **Gaea's Duties and Responsibilities.** Gaea shall:
- (i) Pay Assigned Consultants' wages and provide other benefits as Gaea deems appropriate;
 - (ii) Pay, withhold and transmit taxes and other payments as required by law on behalf of Assigned Consultants; and
 - (iii) Ensure Assigned Consultants are legally authorized to work in the United States.
7. **Invoices and Payments.** Invoicing and payment shall be as specified in a Statement of Work, but if not so specified, Gaea shall prepare and submit invoices to Client monthly, and Client will pay to Gaea the invoice amounts within 30 days after receipt of invoice. Payments that are late will be subject to an 8% APR penalty or the maximum legal rate, whichever is higher.
8. **Termination.** You may terminate this exhibit at any time, without cause, by providing Gaea with thirty (30) days prior written notice. The termination shall be effective on the thirtieth (30th) day after such notice has been received by Gaea (the "Termination Date"). You shall pay the fees and expenses, as well as the cost of materials for which Gaea has incurred in connection with the services, through the termination date. The fees for incomplete deliverables shall be invoiced at Gaea's current published rates. Any deliverable that has been delivered at the time of notification of termination shall be a Deemed Acceptance upon notice of termination. Each party will use reasonable efforts to mitigate fees, expenses and costs in the event of termination.
9. **Ownership Rights in Deliverables.**
- a. **GAEA Pre-Existing IP.** Client acknowledges that the Deliverables may in whole or in part contain Pre-Existing IP, which Gaea shall continue to own and have an unrestricted right to use for other purposes. "Pre-Existing IP" shall mean all intellectual property owned, developed, or first reduced to practice by Gaea or its affiliates prior to the Effective Date of this Agreement (or the pertinent, related SOW), or developed independently of this Agreement at any time.
- (i) **Right to Use in Performance of Services.** Gaea may use Pre-Existing IP in the performance of Services hereunder.
 - (ii) **Right to Use in Deliverables.** Gaea may include Pre-Existing IP in any Deliverable.
 - (iii) **License to Pre-Existing IP.** Gaea hereby grants to Client a perpetual, nonexclusive, worldwide right and license to make, have made, use, import, lease, offer for sale and sell products or processes embodying or produced through the use of Pre-Existing IP, and in the case of copyrightable or copyrighted Pre-Existing IP, to use, reproduce, display, perform, make copies of, and distribute (internally and externally) copies of, and prepare derivative works based upon, such Pre-Existing IP, and the right to authorize others to do any of the foregoing.
 - (iv) **Proprietary Interest.** Gaea shall have no continuing proprietary interest in the



Deliverables, except as stated in this Section 8.

- b. **Deliverables and Gaea Knowledge.** Gaea may retain archival copies of the Deliverables for Gaea's internal use, and nothing herein shall prevent Gaea from continuing to use Gaea's information, knowledge, skill and/or expertise for other purposes.
- c. This Section 9 shall survive Termination of this Agreement.

10. Non-solicitation and Direct Hire Fee.

- a. During the term of this Agreement and for twelve (12) months after any termination of this Agreement, Client will not, without the prior written consent of Gaea, either directly or indirectly, on Client's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by Gaea or any customer of Gaea.
- b. Client agrees that in the event Gaea consents to hiring of its employee, Client will pay Gaea a direct hire placement fee in the amount of 18% of said employee's total annual salary (the "Placement Fee"). The Placement Fee shall be due and payable 90 days after employee commences employment with Client.
- c. This Section 10 shall survive Termination of this Agreement.

- 11. Remedies.** Client's sole and exclusive remedy shall be, whether in contract, misrepresentation, tort, negligence, strict liability or other cause of action, at Gaea Global's sole option, either (a) the correction, repair, or replacement of, or (b) the return of the fee, price, or other consideration paid for, a product that is shown to be defective within the Acceptance Period and returned to Gaea. IN NO EVENT SHALL GAEA GLOBAL BE LIABLE TO CLIENT FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY ATTACHMENT THEREOF OR ANY OF THE PRODUCTS AND SERVICES PROVIDED BY GAEA, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF BUSINESS OR OTHER ECONOMIC DAMAGE AND FURTHER INCLUDING INJURY TO PROPERTY, REGARDLESS OF WHETHER CLIENT WAS ADVISED, HAD OTHER REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL GAEA'S AGGREGATE LIABILITY TO CLIENT WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY PRODUCT OR SERVICES PROVIDED BY GAEA HEREUNDER, WHETHER BASED IN CONTRACT, MISREPRESENTATION, TORT, NEGLIGENCE OR STRICT LIABILITY, OR OTHERWISE, EXCEED THE LESSER OF \$1,000,000 OR THE PURCHASE PRICE PAID TO GAEA BY CLIENT FOR THE PRODUCTS AND SERVICES THAT ARE THE SUBJECT OF SUCH CLAIMS. This Section 11 shall survive Termination of this Agreement.

- 12. Forced Work Stoppage.** Neither Party shall be liable for any failure to perform its



obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include Acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, wars or war operations, restraints of government or other cause or causes which could not with reasonable diligence be controlled or prevented by the Party.

13. Insurance and Indemnification.

- a. During the term of this Agreement, Gaea shall maintain the following types and limits of insurance or other coverage, and shall provide Client with a certificate of insurance naming Client as an additional insured.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory (waiver of subrogation)
Employer's Liability	\$100,000/500,000/100,000
Commercial or Comprehensive General Liability Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Professional Liability	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
Automobile Liability Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements

- b. The Parties shall hold each other harmless and indemnify the other party and its affiliates and its and their officers, directors, employees, agents, successors and permitted assigns from and against any claims, losses, and liabilities (including any attorney's cost that are incurred to defend such claims), which arising out of or resulting from:
- Performing the activities covered by this Agreement, except to the extent such claims arise solely from the negligence or willful misconduct of the indemnifying party as finally determined by a court or arbitral tribunal;
 - Bodily injury, death or any person or damage to real or tangible, personal property resulting from the willful, fraudulent or negligent acts or omissions of the indemnifying party; and
 - The indemnifying party's breach of any representation, warranty or obligation set forth in this Agreement.



14. **Confidential Information.** Both parties may be given access to or acquire information which is proprietary or confidential to the other party and its affiliated companies, clients and customers. Subject to Wis. Stat. § 19.21 *et seq.*, any and all such information obtained by either party or the Assigned Consultants shall be deemed to be confidential and proprietary information and both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purposes whatsoever other than the providing of services under this Agreement. Gaea agrees to require Assigned Consultants to keep such information confidential, and to enter into confidentiality agreements to further that effect.

15. **General.**

a. **Compliance with Law.**

- i. Both Parties represent and warrant to each other that they are in compliance with all applicable laws.
- ii. Client and Gaea affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules and regulations. Client and Gaea agree not to harass, discriminate against or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment or retaliation. In the event of any complaint of unlawful discrimination, harassment or retaliation by any Assigned Consultant, Client and Gaea agree to cooperate in the prompt investigation and resolution of such complaint.
- iii. Client and Gaea affirm and agree that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, Client and Gaea shall cooperate in compliance with any such requirements.

b. **Audit.** Gaea shall permit the authorized representatives of Client, after reasonable notice, to inspect and audit all data and records of Gaea related to carrying out this Agreement for a period up to three years after completion of the Agreement. Gaea must obtain prior written Client approval for all subconsultants and/or associates to be used in performing its contractual obligations. There must be a written contractual agreement between Gaea and its Client approved subconsultant and/or associates which binds the subconsultant to the same audit contract terms and conditions as Gaea.

c. **Cooperation.** Client and Gaea agree to cooperate fully and to provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may be brought by or involve any of the Assigned Consultants.



Gaea Global Technologies
Oracle Primavera and Value Chain Experts

- d. **Successors and Assigns.** This Agreement shall benefit Client, its successors and any permitted assigns and also benefit Gaea, Gaea's successors and any permitted assigns. This Agreement shall not be assignable by either Party without the express written consent of the other Party.
- e. **Applicable Law; Severability.** The Parties agree that any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of Wisconsin without regard to the conflict of law's provisions thereof. The Parties further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable Wisconsin law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable with its terms.
- f. **Entire Agreement.** This Agreement and its exhibits, including any Statement(s) of Work, contain the entire understanding and agreement of Client and Gaea regarding its subject matter, superseding any and all previous understandings, contracts and agreements, whether written or oral. Gaea and Client acknowledge that no representations, inducement, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by both Gaea and Client.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

CLIENT

DocuSigned by:
 By: Greg High Date: 10/14/2016
 [Name of Officer, Title]

GAEA

Sury Balasubramanian
 By: SURY BALASUBRAMANIAN, Co-FOUNDER Date: 30th AUG 2016
 [Name of Officer, Title]

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Reviewed by:

Approved for execution:



Gaea Global Technologies
Oracle Primavera and Value Chain Experts

By: _____ Date: _____
Risk Management

By: _____ Date: _____
Corporation Counsel

*Approved as to funds available
per sec. 59.255(2)(e), Stats.:*

Approved:

By: _____ Date: _____
Comptroller

By: _____ Date: _____
County Executive

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel



Gaea Global Technologies
Oracle Primavera and Value Chain Experts



Primavera Unifier PMIS Consulting Services SOW

RFP #98160010

8-29-2016

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EXECUTIVE SUMMARY

BACKGROUND

PROJECT OBJECTIVES & ENGAGEMENT MODEL

ENGAGEMENT MODEL

- I. CONSULTING SERVICES (ITERATION CYCLE I)
- II. CONSULTING SERVICES (ITERATION CYCLE II)
- III. CONSULTING SERVICES (ITERATION CYCLE III)

PRICING

- I. SUMMARY
- II. RELEASE WORK PLAN FOR 2016 AND 2017
- III. TRAVEL & EXPENSE BUDGET

OTHER PROJECT INFORMATION

- ASSUMPTIONS
SOW AUTHORIZATION



Executive Summary

This document defines the scope of services to be performed by Gaea Global Technologies, ["Gaea"] for Milwaukee County [Milwaukee] after being selected through the public Request for Proposal process #98160010 (Project & Portfolio Management Software).

The deliverables include business assessment and knowledge transfer in the first iteration. To follow will be two additional iterations with focus to configure, then deploy Oracle Primavera Unifier as documented in the RFP / BFO response dated July 13, 2016.

Project Objectives & Engagement Model

Guidelines for the Unifier Deployment Project:

To support a successful deployment of Unifier, Milwaukee County has been in communication with Gaea as a Primavera Platinum level partner to secure the Enterprise Project Portfolio Management solution. The system infrastructure will be a Software-as-a-Service (SaaS) cloud model of the Oracle Commercially- Off-The-Shelf (COTS) product – Primavera Unifier. Some of the Primavera supplied business process (Out of the Box) configurations are ready for implementation, while others are anticipated to require light re-configuration. To support this defined scope, Professional Services will be brought in to configure, test, and train (train-the-trainer methodology) subject matter experts.

After the initial Primavera Unifier deployment, expertize stands ready to expand system deployment in the area of additional Business Processes (BPs) and/or provide services for tight integration with Milwaukee's ERP system and/or other elements like the Facilities Management and Real Estate module. When requested, specific areas will be reviewed by Gaea to provide a formal assessment to define an additional scope of work.

Project Objectives and Deployment Methodology:

Milwaukee County requires Gaea's expertise to confidently implement the Primavera Unifier system. It will migrate from the existing Primavera Contract Management system to Unifier. The methodology will first assess Milwaukee's business processes. From this point forward a multi-stage iteration approach will be orchestrated (describe below as smaller projects that make up the overall program deliverable).

The approach will leverage Gaea's knowledge and experience understanding of how business operates, what works and what needs improvement. The objective is to perform the work



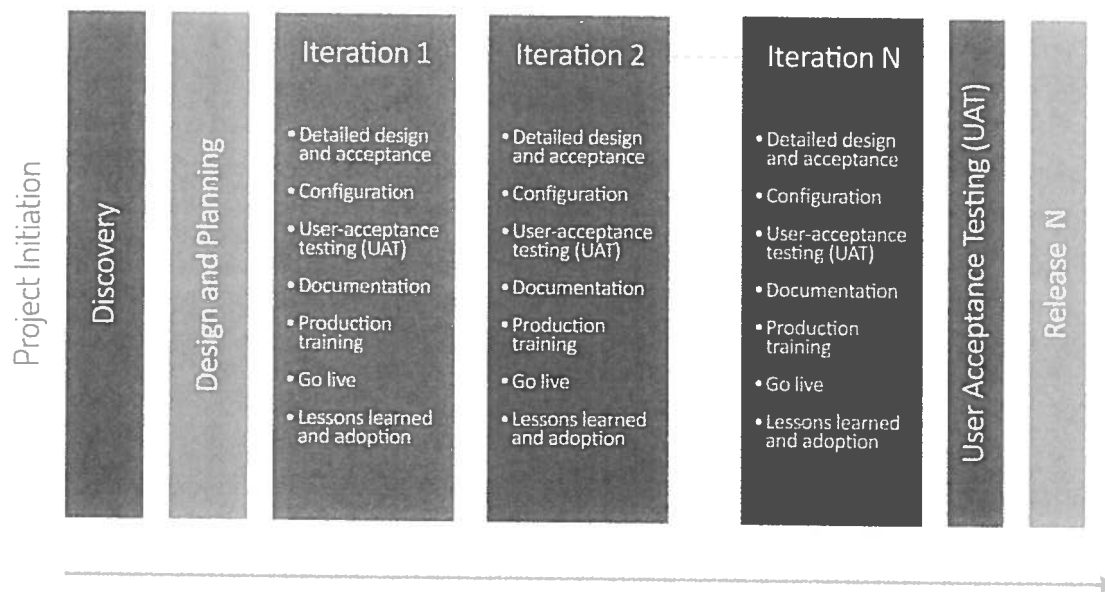
collaboratively with Milwaukee to ensure that the Project Management Information System (PMIS) solution is coherent, adoptable, scalable and sustainable.

The ultimate goal is to gain value from Gaea's experience around best practices, knowledge of technical and functional aspects of Primavera Unifier, and gain further business value from a single source.

Implementation Methodology:

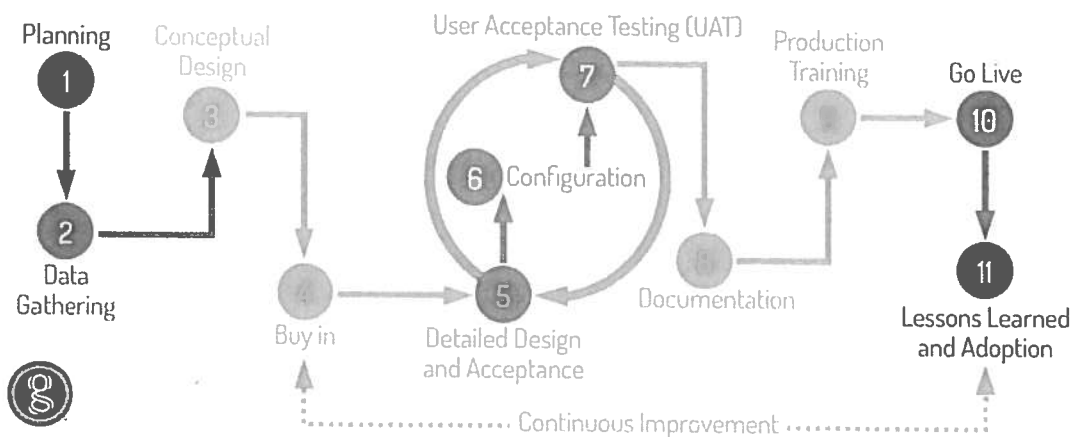
One of the key success criteria is to use of right implementation methodology. For Primavera Unifier our preferred method will leverage the selected vendor's specialists (Gaea) to accelerate the time to deliver Unifier modules and key functionality with short iteration cycles —typically within 30/45 Day iterations depending on complexity and number of BPs to stand up. This will offer Milwaukee County unparalleled and rapid return on our software and consulting investments.

This approach will support Milwaukee County in being able to reap quick benefits from the implementation. As per this model, the whole implementation would be broken into multiple iterations or sub projects. The iterations would be of different types like short release and longer release, which would be a combination for the overall deployment. In either case any iteration would not exceed a duration of 30 - 60 days. Hence Milwaukee would be assured of new solution sets being rolled out once in every month or two in duration.





Internally each iteration cycle would consist of a set of system capabilities / BPs that would be addressed as a part of that iteration. The deployment approach for each would comprise the following stages:



- **Planning**

Assess business to gain an understanding of systems and procedures. Then formulate and propose the Unifier configuration to meet our needs. The starting point would be OOTB capabilities pre-configured within Unifier.

- **Data Gathering**

Conduct an in-depth analysis of our business processes and organization to schedule and assign roles in the deployment of our system, which aligns us with vendor's resources.

- **Conceptual Design**

Based on the findings, the vendor designs and customizes a functional user centered program. Additionally, the vendor maps out our business process flow and prepares samples of the forms and reports that will be configured in the Project Management Information System (PMIS) - Unifier.

- **Buy-In**

Vendor does a walk-through of the conceptual design with the Milwaukee County's assigned staff. The County is presented with: Workflow Diagrams, Sample Forms & Reports. At this time together we will review the design along with the vendor. If changes are necessary, the vendor will reevaluate and modify the design until the County



approves under the scope of work.

- **Detailed Design & Acceptance**

Design specifications are documented in detail to assist system configuration. This includes process workflow diagrams and written material. One final review is accomplished by the technical specialist and expert users on the joint committee.

- **Configuration & Sandbox Testing**

- Configuration: The approved Conceptual Design is configured into the software. At this step, the vendor's team creates fully functioning software for the County.
- Testing: Once the software has been "configured", the program is comprehensively reviewed. The implementation team (County and Gaea) performs multiple tests in which data is input and processed. Feedback from the testing is used to refine the design.

- **User Acceptance Testing**

Once the business application has passed the "testing" phase and the County is satisfied, the program has only then achieved "User Acceptance".

- **Documentation**

Once the program has earned User Acceptance, the combined team documents the customizations for the County's end-users and system administrators. Documentation can be used as reference materials and training tools. There is a high likelihood that the Primavera UPK product will be used.

- **Training**

Following documentation, County's subject matter experts are trained to use the configured program. In addition, the Vendor can offer customized training sessions that consider the User's computer-use abilities. Training sessions should be taught to accommodate all learning styles and abilities.

- **Go Live**

The "Go Live" stage is when the software is released to the County for operational use. With the software now in the County's hands, the County becomes self-sufficient; the vendor team now plays an advisory role and provides support as needed. In the advisory role, vendor observes program's performance and during normal usage.

- **Lessons Learned & Adoption**

After Going Live, vendor evaluates the program's performance. Vendor includes a feedback feature built into the system so users can submit ideas or recommendations to improve the program. Vendor diligently reviews the feedback and takes action to provide continuous improvement to the program.



Engagement Model

Gaea provides industry specific project management and project controls expertise to confidently implement Project Management Information System (PMIS) solutions. For Milwaukee County, we will provide professional services related to managing and rolling out of Primavera Unifier based on our findings in the business assessment iteration. As a deliverable, our staff will provide subject-matter-expertise (functional, technical) and overall project management support for the implementation of Primavera Unifier. Gaea will also provide services around assistance in user acceptance testing and training which will increase the level of user adoption.

Gaea takes an approach that leverages our knowledge and experience with our client's understanding of how they run their business, what works for them and what needs improvement. Our objective is to perform the work collaboratively to ensure that our clients experience a PMIS solution that is coherent, adoptable, scalable and sustainable.

The ultimate goal is to provide further business value to Milwaukee County as an organization utilizing Primavera Unifier as a foundation to gain business efficiencies and reduce business risk.

The engagement model proposed is a three phase approach to focus on Milwaukee County's needs in the area of project management, cost controls and document management. After delivery of the core PMIS, other iterations may follow if authorized to expand on the system capabilities of Unifier. There could also be defined integration with third-party systems like Milwaukee's ERP (financial accounting) system.



Work Plan for Primavera Unifier Deployment

A combination of waterfall and agile iteration stages will be used for the Unifier deployment methodology. To start there will be an upfront business assessment. A deliverable will be a Business Requirements Document (BRD) as part of the first iteration. This will be followed by two additional iterations planned to bring 25 to 30 BP's live as the core system. The current used Primavera Contract Management (PCM) system capability will now be available and combined transition made to Primavera Unifier.

Iteration Cycle #1:

Business Assessment and Knowledge Transfer

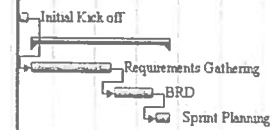
Gaea will undertake **three-weeks** onsite (delivered in five day sessions) to assessment Milwaukee County and five-days to compile a report. It will involve subject matter experts to understand the current business processes used and management reporting of value within the Primavera Contract Management system. Gaea will engage a team of experienced Unifier Solution Architect and Functional Implementation Consultants (three staff members) to understand the lay-of-the-land and compile a detailed Business Requirements Document (BRD). This material will provide Milwaukee County and Gaea an understanding of how many Out-of-the-Box Unifier business processes (BPs) can be cross functionally utilized and how many Unifier business processes should be slightly re-configured.

In addition, discovery included will entail an understanding of what level of PCM data migration and documents should be planned for. It is anticipated the CSV utility template within Unifier will be the toolset to be used. Assignment of joint roles and responsibilities will follow, some of which could be for an additional fee.

This material and consulting will support current business processes related to construction project management, cost control, and document management practices within this department. Gaea will continue to outline current "pain points" and challenges facing the Milwaukee County and map it to key functionality present within Unifier. There will also be an eye towards expanded product configuration beyond a parallel move from PCM to be recommended for future Unifier deployment iterations.



Milwaukee	113.0d	02-May-16 08:00 AM	06-Oct-16 04:00 PM
Initial Kick off	A1000	2.0d	02-May-16 08:00 AM - 03-May-16 04:00 PM
Iteration 0 - Discovery and Planning	18.0d	04-May-16 08:00 AM	27-May-16 04:00 PM
Requirements Gathering	A1250	10.0d	04-May-16 08:00 AM - 17-May-16 04:00 PM
BRD	A1270	5.0d	18-May-16 08:00 AM - 24-May-16 04:00 PM
Sprint Planning	A1380	3.0d	25-May-16 08:00 AM - 27-May-16 04:00 PM



Iteration Cycle #2:

Project Management Focus

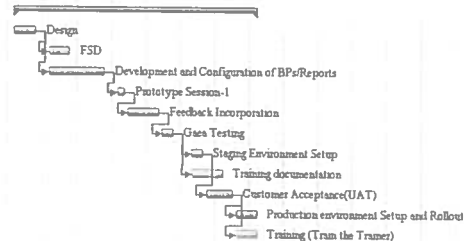
Now that an understanding of the Functional and Technical aspects of Milwaukee County's current business environment is known, Gaea would be represented by an experienced Solution Architect and Functional Consultant to stand up a number of functional areas of Unifier.

The first deliverable will be system verification of the Unifier instance in the Oracle cloud for administrative use. This will include review of the inherent database and functional setup of the environment. Once established the hierarchical structure of the data parameters specific to Milwaukee County will be configured per the business assessment stage.

Next will be the establishment of Unifier automation to support project management. At this stage the automated business processes will be supported by a combination of the pre-configured ones supplied as out-of-the-box as part of the Unifier installed product and some that will be moderately re-configured.

To support this iteration, a subset of the total 30 BP's is within scope. Specific prioritization of which functional areas will be agreed to in combination with the implementation committee members. This will allow us to maintain a consistent duration with the goal of positive return-on-investment over the complete deployment cycle.

Iteration 1 - Project Planning and Management	36.0d	30-May-16 08:00 AM	19-Jul-16 04:00 PM
Design	A1030	5.0d	30-May-16 08:00 AM - 03-Jun-16 04:00 PM
FSD	A1040	5.0d	06-Jun-16 08:00 AM - 10-Jun-16 04:00 PM
Development and Configuration of BPs/Reports	A1050	10.0d	06-Jun-16 08:00 AM - 17-Jun-16 04:00 PM
Prototype Session-1	A1060	2.0d	20-Jun-16 08:00 AM - 21-Jun-16 04:00 PM
Feedback Incorporation	A1070	5.0d	22-Jun-16 08:00 AM - 28-Jun-16 04:00 PM
UAT	A1080	3.0d	29-Jun-16 08:00 AM - 01-Jul-16 04:00 PM
Staging Environment Setup	A1090	3.0d	05-Jul-16 08:00 AM - 07-Jul-16 04:00 PM
Training documentation	A1230	5.0d	05-Jul-16 08:00 AM - 11-Jul-16 04:00 PM
Customer Acceptance(UAT)	A1100	4.0d	08-Jul-16 08:00 AM - 13-Jul-16 04:00 PM
Production environment Setup and Rollout	A1110	3.0d	14-Jul-16 08:00 AM - 18-Jul-16 04:00 PM
Training (Train the Trainer)	A1240	3.0d	14-Jul-16 08:00 AM - 18-Jul-16 04:00 PM



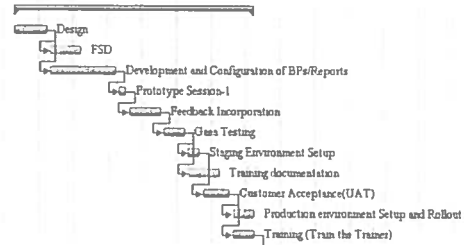


Iteration Cycle #3:

Project Cost Controls Focus

To continue the deployment, the balance of the 30 BP's, will be brought into the implementation cycle. Here the focus will be project cost controls. This will accomplish the requirements gathered from the on-site assessment completed over the last few weeks.

Iteration-2 - Cost Management		35.0d	19-Jul-16 08:00 AM	05-Sep-16 04:00 PM
Design	A1010	5.0d	19-Jul-16 08:00 AM	25-Jul-16 04:00 PM
FSD	A1020	5.0d	26-Jul-16 08:00 AM	01-Aug-16 04:00 PM
Development and Configuration of BPs/Reports	A1120	10.0d	26-Jul-16 08:00 AM	08-Aug-16 04:00 PM
Prototype Session-1	A1130	2.0d	09-Aug-16 08:00 AM	10-Aug-16 04:00 PM
Feedback Incorporation	A1140	5.0d	11-Aug-16 08:00 AM	17-Aug-16 04:00 PM
Gaea Testing	A1150	3.0d	18-Aug-16 08:00 AM	22-Aug-16 04:00 PM
Staging Environment Setup	A1160	3.0d	23-Aug-16 08:00 AM	25-Aug-16 04:00 PM
Training documentation	A1190	5.0d	23-Aug-16 08:00 AM	29-Aug-16 04:00 PM
Customer Acceptance(UAT)	A1170	4.0d	26-Aug-16 08:00 AM	31-Aug-16 04:00 PM
Production environment Setup and Rollout	A1180	3.0d	01-Sep-16 08:00 AM	05-Sep-16 04:00 PM
Training (Train the Trainer)	A1200	3.0d	01-Sep-16 08:00 AM	05-Sep-16 04:00 PM





Price Proposal

In addition to the Best and Final Offer (BFO) on July 13, 2016 for professional services, deliverables will include five days of assessment to address data and document migration from PCM to Unifier. The total lump sum will be \$205,020.00. The release of funds will be a progressive subset of the total based on the work plan deliverables noted.

Other Project Information

Milwaukee County will be invoiced on a monthly basis for actual work delivered and any expenses incurred during the previous month. Net 30 days release of funds.

Payment Schedule based on deliverables:

Original Contract	Amount	Balance to Finish	Remarks
\$205,020	\$205,020	\$205,020	
Travel			
<i>Travel Budget 2016</i>	\$18,000		<i>3 trips for 3 people</i>
Sprint 0			
Assessment	\$47,250.00	\$157,770.0	Assessment
BRD	\$9,450.00	\$148,320.0	BRD
Sprint 1			
Design and Prototype	\$9,450.00	\$138,870.0	
UAT	\$9,450.00	\$129,420.0	
Training	\$3,200.00	\$126,220.0	
Production Roll-out	\$3,199.00	\$123,021.0	
TOTAL for 2016	\$99,999.00		includes travel shown above
Sprint 2 (2017 Billing)			
Design and Prototype	\$74,511.00	\$48,510.00	Design Doc
UAT	\$16,170.00	\$32,340.00	
Training	\$16,170.00	\$16,170.00	
Production Roll-out	\$16,170.00	\$0.00	
TOTAL for 2017	\$123,021.00		* Plus T&E
TOTAL for services	\$205,020.0		

*** NOTE: Anticipated budget for T&E in 2017 = \$12,000.00. Actuals will be reimbursed.**



Expenses

Milwaukee County will reimburse travel and out-of-pocket related expenses at cost incurred by Gaea in connection with the provision of the Professional Services, if time is spent on-site. Gaea will adhere to Milwaukee County’s documented travel policy and will make travel arrangements and accommodations in accordance with this travel policy as follows:

1. **Airfare** — All travelers are required to travel at the lowest reasonable cost. Every attempt will be made to book travel requirements at least two weeks in advance. On domestic flights, travelers are required to travel coach class. Airfare costs include all flight costs, applicable taxes and associated booking fees
2. **Hotel** — Milwaukee County may provide a list of hotels where discounted rates have been negotiated
3. **Car Rental/Personal Car** — Milwaukee County may provide a list of car rental companies where discounted rates have been negotiated
4. **Others** — Milwaukee County will be billed on actuals for all expenses incurred including meals & other transportation expenses.
5. Copies of all receipts shall be submitted when requesting reimbursement.

Travel and Expense Estimate for the 2016 calendar year:

It is anticipated that three (3) on-site sessions will be provided in 2016. Each will include five (5) days with three (3) staff members from Gaea. The not to exceed cost per trip is \$5,815.00.

Category	Cost	Days	Per on-site session	Remarks
Hotel	\$170.00	5	\$850.00	Might have to travel in the day before plus taxes
Airfare	\$600.00		\$600.00	Per Trip
Rental Car	\$400.00	1	\$400.00	
Meals	\$71.00	5	\$355.00	
			\$2,205.00	Per Person
	Budget Estimate		\$6,615.00	3 Gaea Staff
		Reduced	\$ 800.00	Only one rental car to be shared by staff
			\$5,815.00	
* Actual costs will be invoiced for reimbursement				



Assumptions

1. During the engagement, licenses for Primavera Unifier SaaS should remain current.
2. Milwaukee County should have an Oracle Account which allows it to access Oracle Support on support.oracle.com.
3. Milwaukee County will assign a project manager as the main contact for Gaea throughout this SOW. This staff member will have authorization to make decisions on behalf of the senior management as to keep project on schedule.
4. Milwaukee County will coordinate meeting times with stakeholders to support information gathering, design sessions and UAT.
5. Milwaukee County will provide a working space for the consultants' onsite.
6. Milwaukee County will provide Gaea with sample reports and other information as part of the business assessment.
7. All necessary server accesses will be provided to Gaea as long as Gaea conforms with Milwaukee's security policies.
8. Anything outside of this SOW can be done on T&M basis upon formal written authorized by both parties.
9. Management reports to be created in BI Publisher are not included within base SOW.
10. Data migration effort can be included but not part of the base SOW.
11. No Integration effort to third-party systems is currently part of this SOW
12. Subject Matter Expert (SME) training is based upon 30 BPs delivered in a train-the-trainer approach. It is anticipated subject matter experts will carry training to the end-user levels.
13. At this time no uDesigner training is included
14. The noted work plan (with dates/duration) will be firmed up during the first iteration. It will then take into account resources from both Milwaukee County and Gaea.



Location where services will be performed:

Milwaukee County

633 W. Wisconsin Ave.

Milwaukee, WI 53203

It is anticipated that some of the Professional Services will be performed onsite at Milwaukee County then remotely in Redwood City, California and Chennai, India.

IN WITNESS WHEREOF, the **Parties** here to have caused this **SOW** to be executed by their duly authorized representatives and entered into as of the Effective Date hereof.

Milwaukee County

GAEA GLOBAL TECHNOLOGIES, INC.

By:
Name:

By:
Name:

Title:

Title:

Date:

Date



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

(This form is to be completed by the bidder/proposer and the DBE named for submission with bid/proposal)

PROJECT No.: _____ PROJECT TITLE: Project & Portfolio Mgmt. Software
 TOTAL CONTRACT AMOUNT \$ 205,020.00 SERVICES DBE Goal: N/A

Name & Address of DBE ⁽¹⁾	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract
<u>Superior Support Resources, Inc. 405 N. Calhoun Rd, Ste 200 Brookfield, WI 53005</u>	<u>Requirements gathering, Quality end-user staff process- ing, UAT scripts, end-user training, support, end-user training documentation, Program oversight</u>	<u>\$12,500.00</u>	<u>6.1%</u>

(¹ Separate commitment form must be completed for each DBE firm)

Bidder/Proposer Commitment (To be completed by firm committing work to DBE)

I certify that the DBE firm listed quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm Baca Global Technologies (Phone No. 925-456-4232), or one of our subcontractors, will enter into contract with the DBE firm listed, for the service(s) and amount(s) specified when awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CDBP within seven (7) days from receipt of Notice-to-Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

[Signature]
Signature of Authorized Representative

Steve Powers
Name & Title of Authorized Representative
Senior Account Representative
Date 9/13/2016

Subscribed and sworn to before me on this 13 day of September, 2016

SEE CALIFORNIA NOTARY ATTACHED
Signature of Notary Public State of _____ My Commission expires _____

* Only firms certified as DBEs (within qualifying NAICS codes) by the State of Wisconsin UCP prior to bid/proposal opening will be credited on this contract

DBE Affirmation (To be completed by DBE Owner/Authorized Representative)

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by _____.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein to be completed with my own forces, unless otherwise approved by CDBP.
- I affirm that approval from CDBP will be obtained prior to subletting any portion of this work awarded to my firm on this project.

[Signature]
Signature of Authorized DBE Representative

SARIT SINGHAL
Name & Title of Authorized DBE Representative
PRESIDENT
Date 9/19/16

FOR CDBP USE ONLY

Commitment number 1 of 1 Project Total: (A) 17% (M) 6.1% Total % 23.1%

Verified with: SARIT SINGHAL
9/20/2016

[Signature]
Authorized Signature Date 09-23-2016

DBE-14 (12/01/14) Previous Editions Obsolete

Tru Mwololo
Certification Compliance
Administrator

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 23rd
day of September, 2016, by Steven Michael Powers ---

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

Susanne Helga Ferreira

*Milwaukee Candy - Commitment to
contract with DBE*

WELLS FARGO INS SVCS USA INC/PHS
PO BOX 33015
SAN ANTONIO TX 78265

County of Milwaukee
633 W WISCONSIN AVE STE 1002
MILWAUKEE WI 53203

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus	CONTRACT TYPE Professional Service - Operating <input checked="" type="checkbox"/> X Professional Service - Capital Purchase of Service Preliminary <input type="checkbox"/> Final <input type="checkbox"/>
DEPARTMENT NAME	AGENCY NO. DEPARTMENT (HIGH) ORG
DAS - FACILITIES MANAGEMENT	115 1151

VENDOR INFORMATION					
VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.	
NAME OF VENDOR			ADDRESS		
Gaea Global Technologies			275 Moffett Blvd.		
Oracle Primavera and Value Chain Experts			Suite A		
			Mountain View, CA 94043		
TAX I.D. NO.	EFFECTIVE DATES: begin date end date		LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	09/27/16 12/31/16		3		\$ 235,020.00

ACCOUNTING INFORMATION											
Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/Amendment
2016		1850	120	1850			6146	WO240014			\$ 205,020.00
2016		0001	115	5741			6148				\$ 30,000.00

PURPOSE OF CONTRACT
 Capital Budget PM Software (#O240-14442)

Was County Board approval received prior to contract execution or contract amendment or extension?

If YES, give County Board File No. _____ Date Approved _____

If NO, why is County Board approval not required? Wis. Stats. 59.17(2)(b) and 59.52(6)

Was Contract fully executed prior to work being performed (all signatures received)? YES NO

Is Vendor a certified professional service DBE? YES NO

Courtney D. Hardy Prepared By	10/17/16 Date	Clerical Specialist Title
Signature of County Administrator	Date	Director AE & ES DAS - Facilities Management Title