

State of Alaska – Department of Administration

Statewide Administrative Systems Replacement Project

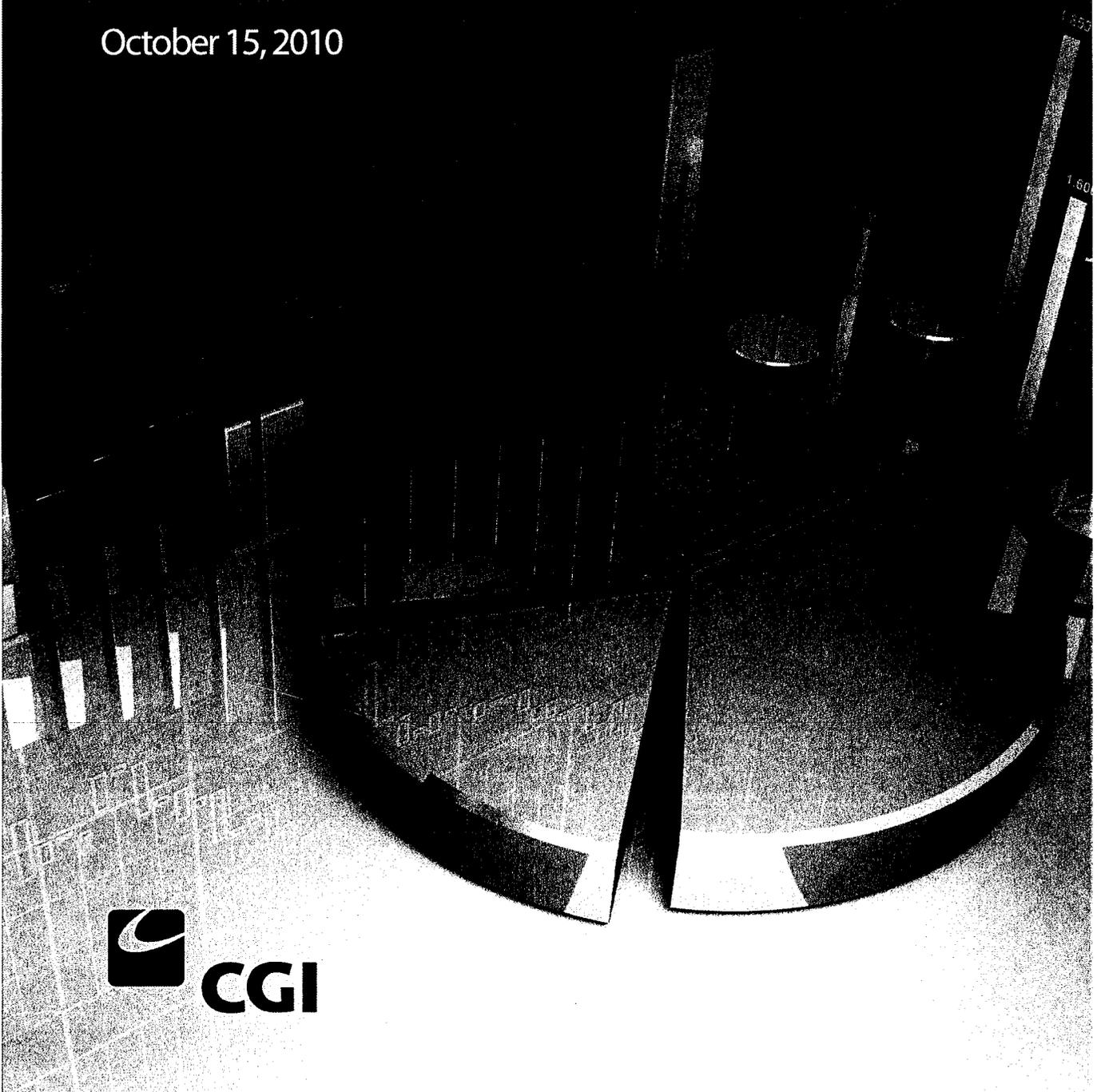
RFP Number 2010-0200-9388

CGI Technologies and Solutions Response to Attachments A – F

October 15, 2010



CGI





CGI Technologies and Solutions Inc.
10655 NE 4th Street, Suite 900
Bellevue WA 98004
Tel: +1 425-213-5333
Fax: +1 425-213-5330
www.cgi.com

October 15, 2010

Staci Augustus, Procurement Officer
Department of Administration - Division of Administrative Services
10th Floor, State Office Building Commissioner's Office Receptionist Desk
333 Willoughby Avenue
Juneau, AK 99801

RE: Response to the State of Alaska's RFP # 2010-0200-9388 for Statewide Administrative Systems Replacement

Dear Ms. Augustus,

CGI Technologies and Solutions Inc. (CGI) is honored to provide the State of Alaska our proposal for the Statewide Administrative Replacement Project. Recognizing that Alaska has some of the most unique State attributes in its desire to implement a full suite ERP solution, we stand ready to deliver significant value with the right solution, the right team, and the right implementation and ongoing support.

We attribute four overarching factors why CGI and our clients succeed together. CGI consistently strives to:

1. Build partnerships at both the project and senior executive levels;
2. Develop the appropriate level of innovation and long term sustainability into our product;
3. Design collaboratively with our clients the right solution fit to enable fair economics; and
4. Model our contractual and working relationship on trust and transparent communication.

The State of Alaska has adopted the Best Value procurement process to provide decision makers and evaluators the right set of information to determine the best partner to support Alaska's efforts. The majority of marketplace solution providers will submit responses that speak clearly to the project goals, approach, management and functionality. What sets CGI apart is our starting point of a "Built for Government" baseline solution, our unique Alaskan environment knowledge of the systems and operational issues the State needs to address, and our seasoned key staff that have performed these implementations around the country with zero failures.

We look forward to continuing our partnership with the State of Alaska through the collaborative efforts of this procurement.

As an appointed officer of CGI Technologies and Solutions Inc., authorized to execute the proposal on behalf of CGI, I approve Greg Witte to make representations on behalf of CGI in regards to this proposal, with permission to sign all other documents contained within our response to the State of Alaska's RFP 2010-0200-9388.

Please refer any related questions of this proposal Greg Witte at 425-765-1781 or greg.witte@cgi.com.

Sincerely,

A handwritten signature in cursive script that reads "Nazzic Turner".

Nazzic Turner
Senior Vice-President and General Manager, U.S. Enterprise Markets

Alaska Business License # 902573

Alaska Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

CGI TECHNOLOGIES AND SOLUTIONS INC.

1130 SHERBROOKE STREET WEST MONTREAL QC H3A2M8

owned by

CGI TECHNOLOGIES AND SOLUTIONS INC.

is licensed by the department to conduct business for the period

January 02, 2009 through December 31, 2010
for the following line of business

54 – Professional, Scientific and Technical Services

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.

Emil Noffi
Commissioner



September 14, 2010

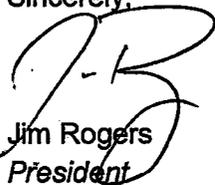
Attn: Staci Augustus
State of Alaska
Department of Administration Division of Administrative Services
10th Floor, State Office Building
333 Willoughby Avenue
Juneau, AK 99801

Re: RFP Number: 2010-0200-9388
Project name: Statewide Administrative Systems Replacement

Dear Ms. Augustus:

This letter shall serve to verify that Resource Data, Inc. is committed to rendering the services required by any contract resulting from this procurement.

Sincerely,



Jim Rogers
President

Resource Data, Inc.



Anchorage
1205 E. Intl. Airport Rd. #100
Anchorage, Alaska 99518
(907) 563-8100

Juneau
431 N. Franklin Street #401
Juneau, Alaska 99801
(907) 586-6831

Fairbanks
1900 Phillips Field Rd. #201
Fairbanks, Alaska 99701
(907) 452-7341

Boise
1476 Eagle Flight Way
Boise, Idaho 83709
(208) 424-2203

Houston
11211 Katy Freeway #510
Houston, Texas 77079
(713) 468-3385

www.resdat.com

Alaska Business License # 116276

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

RESOURCE DATA, INC

1205 E INTERNATIONAL AIRPORT #100, ANCHORAGE, AK 99518

owned by

RESOURCE DATA, INC.

is licensed by the department to conduct business for the period

December 31, 2008 through December 31, 2010

for the following line of business

54: Professional, Scientific and Technical Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Commissioner: Emil Notti

ATTACHMENT A ADMINISTRATIVE REQUIREMENTS FORMS

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ADMINISTRATIVE REQUIREMENTS

EXHIBIT A1: OFFEROR INFORMATION, CONDITIONS, AND CERTIFICATIONS

OFFEROR INFORMATION

This form shall be the cover page for the Offeror's proposal. In the space provided, enter the requested Offeror identification information. Use this form to indicate your acknowledgement of the response conditions.

RFP Number:	RFP 2010-0200-9388
RFP Name:	Statewide Administrative Systems Replacement Project
Proposed Solution (Select one)	Traditional Licensed Software OR Hosted Model

Offeror Name:	CGI Technologies and Solutions Inc.
Mailing Address:	10655 NE 4th Street, Suite 900 Bellevue, WA 98994
Telephone Number:	+1 425-213-5333
Fax Number:	+1 425-213-5330
Federal Tax ID #:	54-0856778
Alaska Business License Number:	902573

Contact Name:	Greg Witte
Title:	Director, West Regional Manager
E-Mail Address:	greg.witte@cgi.com
Alternate Phone Number:	+1 425-213-5342

AMENDMENT ACKNOWLEDGEMENT

Offeror acknowledges receipt of the following amendments, and has incorporated the requirements of such amendments into the proposal. *(List all amendments issued for this RFP):*

No. 1	Date 08/05/2010
No. 4	Date 09/10/2010

No. 2	Date 08/11/2010
No. 5	Date 09/13/2010

No. 3	Date 08/27/2010
No. 6	Date 09/17/2010

No. 7	Date 09/24/2010
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No. 8	Date 10/01/2010
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No. 9	Date 10/04/2010
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OFFEROR'S CERTIFICATION

Acknowledge the following statements, conditions, and information by clearly marking the space provided. Failure to comply with these items may cause the proposal to be determined nonresponsive and the proposal may be rejected or the State may terminate the contract or consider the Contractor in default.

#	CONDITION/CERTIFICATION	RESPONSE
1	Offeror certifies that 100% of all development and implementation services provided under the resulting contract by the Offeror, joint venture partners, and all subcontractors shall be performed in the United States or Canada. (RFP 1.05)	<input checked="" type="checkbox"/> YES
2	Offeror complies with the laws of the State of Alaska. (RFP 1.16)	<input checked="" type="checkbox"/> YES
3	Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964. (RFP 1.16)	<input checked="" type="checkbox"/> YES
4	Offeror complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government. (RFP 1.16)	<input checked="" type="checkbox"/> YES
5	Offeror complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. (RFP 1.16)	<input checked="" type="checkbox"/> YES
6	Offeror confirms that programs, services, and activities provided to the general public under the resulting contract conform to the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government. (RFP 1.16)	<input checked="" type="checkbox"/> YES
7	Offeror complies with all terms and conditions set out in this RFP. (RFP 1.16)	<input checked="" type="checkbox"/> YES
8	Offeror affirms that this response was independently arrived at, without collusion, under penalty of perjury. (RFP 1.16)	<input checked="" type="checkbox"/> YES
9	Offeror response and cost schedule shall be valid and binding for 365 days following the response due date. (RFP 1.16)	<input checked="" type="checkbox"/> YES
10	Offeror satisfies the minimum requirements (as per Section 2.07 of the RFP and Form A2: Offeror Minimum Requirement).	<input checked="" type="checkbox"/> YES
11	Offeror acknowledges that this engagement with the State is subject to the Alaska Public Records Act, AS Title 40, Chapter 25 and that the State may be required to disclose certain information in response to requests for public information made under the Act. (RFP 1.13)	<input checked="" type="checkbox"/> YES
12	Offeror certifies that Offeror has a valid Alaska business license. (RFP 2.11)	<input checked="" type="checkbox"/> YES
13	Offeror has identified any known federal requirements that apply to the proposal or the contract. (RFP 1.24)	<input checked="" type="checkbox"/> YES
14	Offeror has reviewed the RFP for defects and objectionable material and has provided comments to the Procurement Officer. (RFP 1.07)	<input checked="" type="checkbox"/> YES
15	Offeror agrees to the State's Standard Agreements (Attachments G and H to the RFP). If the answer is NO, per Section 3.03, any objections to the agreements must be identified in Exhibit D3 in the Offeror's proposal. (RFP 3.03)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
16	Offeror agrees to not restrict the rights of the State. (RFP 1.11)	<input checked="" type="checkbox"/> YES

CONFLICT OF INTEREST STATEMENT (MARK ONE)

One of the boxes below must be checked (by marking an "X"). If the second box is marked, indicating a possible conflict of interest, disclose the nature and full details of the conflict in the space provided. Please refer to RFP 1.17 for conflict of interest guidelines.

X	Neither the firm nor any individual proposed (including subcontractors or implementation partners) has a possible conflict of interest.
	The firm and/or an individual proposed have a possible conflict of interest. Describe the nature of the conflict in the space below.

LOCATION-OF-WORK / HEADQUARTERS IN TIER 3 COUNTRIES

Certify the following statements by marking "X" in the space provided. Please refer to RFP 1.05 for guidelines. By signature on their proposal, the Offeror certifies that:

X	The Offeror and all subcontractors and joint venture partners are not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.
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The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>. Failure to comply with this requirement will cause the State to reject the proposal as nonresponsive, or cancel the contract.

SUBCONTRACTORS

For each proposed subcontractor, describe the relationship between the Offeror and any proposed subcontractor(s). Add more text boxes as necessary.

Each proposed subcontractor also must submit in a separate attachment a written statement, signed by a duly authorized representative that clearly verifies that the subcontractor is committed to render the services required by the contract.

Subcontractor #1:

<p>CGI has engaged Alaska-based Resource Data Inc. (RDI) to assist in phases of Alaska's Statewide Administrative Systems Replacement project by supplementing functional and technical resources. RDI is located at:</p> <p>1205 East International Airport Road Suite 1000 Anchorage, Alaska 99518-1409</p> <p>Depending on the final scope of the work to be performed, RDI will provide no less than five percent (5%) of the project resources. A current Alaska Business License, as well as a signed written statement that verifies the subcontractor is committed to render the services required by the contract, have been included on the following pages.</p>
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JOINT VENTURES

If submitting a proposal as a joint venture, the Offeror must submit a copy of the joint venture agreement which identifies the principles involved, prime Offeror, their rights and responsibilities regarding performance and payment, and provide proof of Alaska business license for each principle.

EXHIBIT A2: OFFEROR MINIMUM REQUIREMENT

Offeror must demonstrate that the minimum requirement described in Section 2.07 of the RFP and listed below is clearly met. Such demonstration shall be in the form of acknowledgement of the following minimum requirement. Offeror must clearly mark the affirmative box in the space provided. Failure to provide an affirmative response may cause the proposal to be determined to be nonresponsive and the proposal may be rejected.

Integrated Solution	RESPONSE
Proposed product is a fully integrated software solution that encompasses at least financial, procurement, and human resources administrative functions.	<input checked="" type="checkbox"/> YES
The proposed solution must meet at least 80% of the functional requirements, as defined by a check in the 'Meets' column of Exhibit F.	<input checked="" type="checkbox"/> YES

EXHIBIT A3: STATE OF ALASKA PREFERENCE

Please answer the following questions regarding the State of Alaska preference.

Are you claiming the State of Alaska preferences? (If "Yes", please answer the questions below). (RFP 2.13 and 7.01)	<input checked="" type="checkbox"/> YES
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#	Questions	RESPONSE
1	Do you currently hold an Alaska business license?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2	Is the company name submitted on this proposal the same name that appears on the current Alaska Business License?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3	Has your company maintained a place of business within the State of Alaska staffed by the Offeror or an employee of the Offeror for a period of six months immediately preceding the date of the proposal?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4	Is your company incorporated or qualified to do business under the laws of the State, is a sole proprietorship and the proprietor is a resident of the State, is a limited liability company organized under AS 10.50 and all members are residents of the State, or is a partnership under former AS 32.05, AS 32.06, or AS 32.11 and all partners are residents of the State?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
5	If your company a joint venture, is it composed entirely of ventures that qualify under (1-4) of this table?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

EXHIBIT A4: PROPOSAL CHECKLIST

The following documents are required for this proposal. Acknowledge you have submitted each document in the proper format by clearly marking in the space provided. Each required Exhibit must be included in your proposal, as well as separate electronic files (PDF or required format) on the CD. We suggest using an easy-to-understand naming convention for the attached files, as this will simplify the evaluation process.

PROPOSAL EXHIBITS

EXHIBITS	INSTRUCTION	INCLUDED?
Exhibits A1-A7	Complete administrative requirements forms and place first in your proposal	<input checked="" type="checkbox"/> YES
Exhibits B1-B4	Fill in all required past performance information, including reference lists, and compile and submit surveys for each critical component	<input checked="" type="checkbox"/> YES
Exhibits C1-C3	Fill in all required information in the project approach forms	<input checked="" type="checkbox"/> YES
Exhibits D1-D4	Fill in all required information in the general Offeror information forms	<input checked="" type="checkbox"/> YES
Exhibit E Tables A-L	Fill in all required information in the cost proposal forms	<input checked="" type="checkbox"/> YES
Exhibit F	Complete functional and technical requirements checklist	<input checked="" type="checkbox"/> YES

SUPPLEMENTAL RESPONSE DOCUMENTS

<p>Subcontractors Referenced in Exhibit D1: If Offeror is proposing subcontractors then information required in Section 1.14 Subcontractors is included.</p>	<input checked="" type="checkbox"/> YES
<p>Joint Ventures Referenced in Exhibit D1: If Offeror is proposing joint venture then information required in Section 1.15 Joint Ventures is included.</p>	<input type="checkbox"/> YES
<p>Confidential Proposal Contents Per the requirements of AS 36.30.230(a), if the Offeror wishes to request that trade secrets and other proprietary data contained in this proposal be held confidential, the Offeror must attach a brief written statement that clearly identifies material considered confidential and sets out the reasons for confidentiality, understanding that all materials are subject to public disclosure in accord with Alaska State law. Proposals declared wholly confidential or those that deem its cost proposal as confidential are not allowed.</p>	<input type="checkbox"/> YES
<p>Federal Requirements Identify known federal requirements per Section 1.24 Federal Requirements.</p>	<input checked="" type="checkbox"/> YES
<p>Our solution is compliant with the Federal Social Security Administrative rules and regulations related to the production of W-2, W-2C, 940 and 941 tax filings, and the reporting of employee and employer Social Security Administrative taxes. In addition, our solution is compliant with the federal and state laws related to the processing rules for the Fair Labor Standards Act (FLSA) and liens/garnishments. This includes the application of child support through special routines, federal and state tax liens, student loans, bankruptcies and other processing of liens against employees.</p> <p>Our solution is also compliant with federal laws related to 1099 and 1098 tax reporting for</p>	

vendor payments. The grant processing component is also complaint with federal regulations related to Federal Highway Administration (FHWA) reporting.	
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EXHIBIT A5: SOFTWARE OFFEROR PROFILE

Use this form to provide information about the Software Product Offeror being proposed.

SOFTWARE OFFEROR

Name of company	CGI Technologies and Solutions Inc.
Company website	www.CGI.com
Name of parent company (if applicable)	CGI Group Inc.
Headquarters location	11325 Random Hills Road Fairfax, VA 22030
Number of field offices	91
Location and hours of office servicing this account	175 South Franklin, Suite 305 Juneau, AK 99801 Business hours: M-F, 9am – 5pm
Type of business (e.g., C-corp., S-corp., LLP, sole proprietor)	C-corporation
Length of time in business	Founded in 1976 (34 yrs.)
Gross revenue for the prior fiscal year (in US dollars)	\$1.1B (CGI Technologies and Solutions Inc.) \$3.2B (CGI Group)
Net income for the prior fiscal year (in US dollars)	\$92M (CGI Technologies and Solutions Inc.) \$268M (CGI Group)
Total number of full-time personnel	6,038 (CGI Technologies and Solutions Inc.) 30,000 (CGI Group) 702 employees dedicated to AMS Advantage – proposed software
Number of full-time personnel in:	
◆ Customer and software support	225 82 (specific to AMS Advantage – proposed software)
◆ Installation and training	3,500 336 (specific to AMS Advantage – proposed software)
◆ Product development	700 258 (specific to AMS Advantage – proposed software)
◆ Sales, marketing, and administrative support	175 26 (specific to AMS Advantage – proposed software)

SOFTWARE PROFILE

Name and version of proposed software	AMS Advantage ERP® 3
Date of next planned software release	Fall 2011
Length of time the proposed software has been licensed	30 years
Percentage of gross revenue generated by licensing/support of proposed software	25% (AMS Advantage Service Line) 4% (CGI Technologies and Solutions Inc.)

SOFTWARE INSTALLED CUSTOMER BASE

Total number of installed clients with the proposed software	190
Number of installations of the proposed software within the last 36 months	43 clients
Total number of clients in production with the same software version being proposed	59 with at least 1 live Advantage 3 module
Total number of state or local government clients with at least 10,000 employees	31
Total number of state or local government clients with at least 10,000 employees with the proposed software in production	31
Total number of state or local government clients with at least 10,000 employees with the same version of the proposed software in production	30

In the following table, list up to ten clients which currently have the proposed system in production, emphasizing governments similar in size to the State.

Client	Production Software and Version
Commonwealth of Massachusetts	Financial Management 3
Commonwealth of Kentucky	Financial Management 3 Performance Budgeting 3
State of Iowa	Financial Management 3 Performance Budgeting 3
State of Maine	Financial Management 3
State of Wyoming	Financial Management 3 Human Resources Management 3
State of Utah	Financial Management 3
County of Los Angeles, California	Financial Management 3 Human Resources Management 3 Performance Budgeting 3
Orange County, California	Financial Management 3 Human Resources Management 3
New York City, New York	Financial Management 3
Volusia County	Financial Management 3 Human Resources Management 3 Performance Budgeting 3

Using the space below, provide a history of ownership of the proposed licensed software and impacts resulting from any material changes – including information and dates about components of the solution acquired from another vendor.

Over the past 30 years, CGI has led the Public Sector ERP market in technology advancements. In 1975, American Management Systems, Incorporated introduced the first COTS Public Sector ERP solution, AMS Advantage ERP. This solution has remained the intellectual property of AMS since that time. AMS merged with CGI Group in 2004 to create CGI Technologies and Solutions Inc., which operates under the same federal tax identification number established by AMS in 1970.

TERMINATIONS FOR DEFAULT

Submit full details of all terminations for default or litigations during the past five years, including the other party's name, address, and telephone number. Your response may take as many pages as needed to fully answer this question.

Termination for default is defined as notice to stop performance due to the Offeror's non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the Offeror to be in default. Present the Offeror's position on the matter.

The State will evaluate the facts and may, at its sole discretion, reject the Offeror's response if subsequent contract completion may be jeopardized by selection of the Offeror. If no such terminations for default or litigations have been experienced by the Offeror in the past five years, declare so in the space provided.

CGI Technologies and Solutions Inc. has successfully completed many thousands of contracts for our clients. In over three decades of business, CGI, like most other large corporations, has been involved in various judicial and administrative proceedings. However, none of those proceedings has ever had a material adverse impact on the financial condition or performance capabilities of the company. Similarly, no pending proceeding could have a material adverse impact on CGI's financial condition, ability to perform any current contracts, or ability to deliver the services contemplated in this proposal. CGI has had no terminations for default or been involved in any relevant litigation, as per the definition provided, during the past five years.

EXHIBIT A6: SYSTEM IMPLEMENTATION OFFEROR PROFILE

Use this form to provide information about the primary system implementation Offeror being proposed as part of this response.

SYSTEM IMPLEMENTATION OFFEROR

Name of company	CGI Technologies and Solutions Inc.
Company website	www.cgi.com
Name of parent company (if applicable)	CGI Group Inc.
Headquarters location	U.S.: 11325 Random Hills Road, Fairfax, VA 22030
Number of field offices	91
Location and hours of office servicing this account	175 South Franklin, Suite 305 Juneau, AK 99801 Business hours: M-F, 9am – 5pm
Type of business (e.g., C-corp., S-corp., LLP, sole proprietor)	C-corp
Length of time in business	35 years
Gross revenue for the prior fiscal year (in US dollars)	\$1.1B (CGI Technologies and Solutions Inc.) \$3.2B (CGI Group)
Net income for the prior fiscal year (in US dollars)	\$92M (CGI Technologies and Solutions, Inc.) \$268M (CGI Group)
Total number of full-time personnel	6,038 (CGI Technologies and Solutions Inc.) 30,000 (CGI Group) 702 employees dedicated to implementing AMS Advantage – proposed software
Number of full-time personnel in:	
◆ Customer and software support	225 82 (specific to implementing AMS Advantage – proposed software)
◆ Installation and training	3,500 336 (specific to implementing AMS Advantage – proposed software)
◆ Product development	700 258 (specific to implementing AMS Advantage – proposed software)
◆ Sales, marketing, and administrative support	175 26 (specific to implementing AMS Advantage – proposed software)

IMPLEMENTATION SERVICES PROFILE

Length of time in business of implementing proposed software	30 years
Percentage of gross revenue generated by implementing proposed software	Page: 13 75% (Advantage Service Line) 11% (Technologies and Solutions Inc.)
Total number of clients for which you have provided similar implementation services	190
Total number of state or local government clients with at least 10,000 employees for which you have provided similar implementation services	31
Total number of clients for which you have implemented the proposed software	190
Total number of state or local government clients with at least 10,000 employees for which you have implemented the proposed software	31
Number of installations of the proposed software completed within the last 36 months	43

TERMINATIONS FOR DEFAULT

Submit full details of all terminations for default or litigations during the past five years, including the other party's name, address, and telephone number. Your response may take as many pages as needed to fully answer this question.

Termination for default is defined as notice to stop performance due to the Offeror's non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the Offeror to be in default. Present the Offeror's position on the matter.

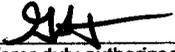
The State will evaluate the facts and may, at its sole discretion, reject the Offeror's response if subsequent contract completion may be jeopardized by selection of the Offeror. If no such terminations for default or litigations have been experienced by the Offeror in the past five years, declare so in the space provided.

CGI Technologies and Solutions Inc. has successfully completed many thousands of contracts for our clients. In over three decades of business, CGI, like most other large corporations, has been involved in various judicial and administrative proceedings. However, none of those proceedings has ever had a material adverse impact on the financial condition or performance capabilities of the company. Similarly, no pending proceeding could have a material adverse impact on CGI's financial condition, ability to perform any current contracts, or ability to deliver the services contemplated in this proposal. CGI has had no terminations for default or been involved in any relevant litigation, as per the definition provided, during the past five years.

EXHIBIT A7: PROPOSAL SIGNATURE

All responses must be signed by a duly constituted official legally authorized to bind the Offeror to its response, including the cost schedule.

Date: 10/15/2010

Signed: 
Offeror duly authorized representative

Name (printed): Greg Witte

Title: Director, West Regional Manager

ATTACHMENT B PAST PERFORMANCE INFORMATION

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REFERENCE LISTS

EXHIBIT B1: CRITICAL COMPONENTS AND REFERENCE LIST DEFINITIONS

CRITICAL COMPONENTS

The State of Alaska will be analyzing Past Performance Information (PPI) on the critical components that are proposed. The PPI information will be in the form of a reference. The components that will be evaluated for this RFP include:

- Software Offeror(s)
- System Implementation Offeror

Follow the directions shown in RFP 7.03. Please identify each critical component that will be evaluated in this solicitation by providing their names in the table below.

SOFTWARE VENDOR (FIRM):	CGI Technologies and Solutions Inc.
SYSTEM IMPLEMENTER (FIRM):	CGI Technologies and Solutions Inc.

REFERENCE LIST DEFINITIONS

The following table presents definitions for items required in the reference tables.

ITEM	DEFINITION
SURVEY ID (CODE)	A unique (different) number assigned to each survey
POINT OF CONTACT	First and last name of the person who will answer customer satisfaction questions
PHONE NUMBER	Current phone number for the reference (including area code)
FAX NUMBER	Current fax number for the reference (including area code)
EMAIL ADDRESS	Current email address for the reference
CLIENT NAME	Name of the company or institution for which the work was performed
PROJECT NAME	Name of the project
DATE COMPLETED	Date when the project was completed, in mm/dd/yyyy format
COST OF PROJECT	Awarded cost of project, including all contract modifications

EXHIBIT B2: REFERENCE LISTS

Complete a table for each critical component (software vendor, system implementer). Each critical component must submit a minimum of three references, but no more than ten. The reference lists should include the firm's and individual's best, relevant past contracts. A specific project may be listed **only once** in each reference list. The past projects must be 100% complete and in production status; projects that are not 100% completed will be rejected and not count towards the overall score for references. All fields are required for each reference. If any required information is omitted, no credit will be given for the reference.

SOFTWARE VENDOR REFERENCE LIST

SURVEY ID	POINT OF CONTACT	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS	CLIENT NAME	PROJECT NAME	DATE COMPLETED	COST OF PROJECT
1	Dave Tolman	(208) 334-8525	(208) 334-3858	Dave.tolman@itd.idaho.gov	Idaho Department of Transportation	Advantage ERP (Financial, HR, Procurement, Budget)	02/28/2006	\$3.9M
2	Ed Ross	(502) 564-2998	(502) 564-6597	edc.ross@ky.gov	Commonwealth of Kentucky	eMARS (Electronic Management and Administrative Reporting System) (Financial Management, Procurement, Budget)	07/01/2006	\$14.5M
3	Martin Benison	(617) 973-2315	(617) 727-2555	martin.benison@state.ma.us	Commonwealth of Massachusetts	NewMMARs (new Massachusetts Management Accounting and Reporting System) (Financial Management, Procurement)	05/30/2006	\$33.8M
4	Doug Cotnoir	(207) 626-8428	(207) 626-8422	douglas.e.cotnoir@maine.gov	State of Maine	Advantage FM and Procurement	07/31/2007	\$13.5M
5	Janet Laszlo	(714) 765-4572	(714) 765-5211	jlaszlo@anaheim.net	City of Anaheim, California	Advantage ERP (Financial Management, HR, Procurement, Budget)	12/31/2006	\$6.6M

6	Donna DePeyster	(386) 736-2700	(386) 822-5042	ddepeyster@co.volusia.fl.us	Volusia County, Florida	Advantage ERP (Financial Management, HR, Procurement, Budget)	10/31/2009	\$5.4M
8	Johnna Rogers	(919) 857-9430	(919) 856-6168	johnna.rogers@co.wake.nc.us	Wake County, North Carolina	Advantage ERP (Financial Management, HR, Procurement, Budget)	04/30/2010	\$6.7M
9	Roxane Rush	(770) 528-1523	(770) 528-1557	RRush@cobbcounty.org	Cobb County, Georgia	Advantage ERP (Financial Management, HR, Procurement, Budget)	07/31/2009	\$2.2M
10	David Cline	(703) 791-8753	(703) 791-7471	dcline@pwcs.edu	Prince William County Schools, Virginia	Advantage Financial Management, HR, Payroll, Budget, Procurement	08/01/2003	\$4M
11	Radcliffe Brown	(561) 355-3319	(561) 355-7919	rbrown@mypalmbeachclerk.com	Palm Beach, Florida	Advantage Financial Management, Procurement, Budget)	03/31/2004	\$1.85M

SYSTEM IMPLEMENTER REFERENCE LIST

SURVEY ID	POINT OF CONTACT	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS	CLIENT NAME	PROJECT NAME	DATE COMPLETED	COST OF PROJECT
12	Jeannette Beman	(307) 777-6658	(307) 777-6983	jbeman@state.wy.us	State of Wyoming	Advantage ERP (Financial Management, HR, Procurement, Budget)	07/30//2001	\$3.8M
15	Jerry Gearheart	(801) 538-1023	(801) 538-3244	jgearheart@utah.gov	State of Utah	Advantage ERP (Financial Management, Procurement)	07/31/2006	\$4.5M
16	Robert Townsend	(212) 857-1200	(212) 857-1106	RTownsend@fisa.nyc.gov	City of New York, New York	FMS3 (Advantage Financial Management, Procurement)	12/31/2009	\$100M
18	Robert Davis	(213) 974-0385	(213) 621-2681	radavis@auditor.lacounty.gov	Los Angeles County, California	eCAPS (Advantage ERP - Financial Management, HR, Procurement, Budget)	04/16/2010	\$67M
19	Don Paddy	(410) 887-2481	(410) 887-3882	dpaddy@baltimorecountymd.gov	Baltimore County, Maryland	Advantage ERP (Financial Management, HR, Procurement, Budget)	12/31/2006	\$3M
20	Morris Devereaux	(404) 887-5610	(404) 893-1619	morris.devereaux@fultoncountyga.gov	Fulton County, Georgia	Advantage ERP (HR Implementation)	01/31/2008	\$0.4M
22	Julie Tarrant	(732) 929-2127	(732) 506-5129	Julie.tarrant@co.ocean.nj.us	Ocean County, New Jersey	Advantage ERP (Financial Management, HR, Procurement, Budget)	02/28/2007	\$3.9M
23	David Criddle	(513) 352-3611	(513) 352-1533	david.criddle@cincinnati-oh.gov	City of Cincinnati Ohio	Advantage ERP (Financial Management, Procurement, Vendor	01/31/2005	\$0.9M

						Self Service)		
24	David Sundstrom	(714) 834-2457	(714) 834-2569	david.sundstrom@ocgov.com	Orange County, California	Advantage ERP (Financial Management)	07/31/2009	\$21M
26	Mike Mason	(520) 837-4330	(520) 791-4364	Michael.mason@tucsonaz.gov	City of Tucson, Arizona	Advantage ERP (Financial Management)	07/31/2004	\$1.5M

SURVEY QUESTIONNAIRES

EXHIBIT B3: SOFTWARE PRODUCT QUESTIONNAIRE

**Software Product Survey Questionnaire
 (State of Alaska)**

[<<Offeror to complete this section>>]

To: David Tolman Survey ID: _1_
(Name of person completing survey)

Phone: (208) 334-8525 Fax: (208) 334-3858

Subject: Past Performance Survey of: CGI Technologies and Solutions, Inc.
(Software Vendor Name)

**Please return the completed survey to: CGI Technologies and Solutions Inc., 1215 K
 Street, Suite 1000, Sacramento, CA 95814
 Attention: Michael Alberts**

As part of its ERP vendor selection process, the State of Alaska is collecting past performance information on vendors and their product. As you have direct experience with the software product listed above, please respond to the following questions using a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge in a particular area, leave it blank. The State of Alaska greatly appreciates your time in completing this survey.

Organization Name: Idaho Department of Transportation
 Number of Employees: 1800
 Project Cost: \$3.9M
 Project Duration (months): 23

#	QUESTION/CRITERIA	UNIT	SCORE
1	How satisfied are you with the software product's ease of use (e.g., user interface, learning curve)?	(1-10)	8
2	How satisfied are you with the ability of software product to meet your functional needs (e.g., business requirements)?	(1-10)	8
3	How satisfied are you with the software product's flexibility (e.g., adjustable workflows, adaptable configurations)?	(1-10)	9
4	How satisfied are you with the vendor's ongoing maintenance and support?	(1-10)	7
5	What is your overall level of customer satisfaction with the software product?	(1-10)	8
6	Is the system fully in production (is implementation complete)?	Circle	(Y) / N

David Tolman Printed Name (of Past Client Evaluator)
David Tolman Signature (of Past Client Evaluator)

Thank you for your time and effort in assisting the State of Alaska in this important endeavor.

SURVEY QUESTIONNAIRES

EXHIBIT B3: SOFTWARE PRODUCT QUESTIONNAIRE

**Software Product Survey Questionnaire
 (State of Alaska)**

[<<Offeror to complete this section>>]

To: Ed Ross Survey ID: 2
(Name of person completing survey)

Phone: (502) 564-2998 Fax: (502) 564-6597

Subject: Past Performance Survey of: CGI Technologies and Solutions Inc.
(Software Vendor Name)

**Please return the completed survey to: CGI Technologies and Solutions Inc., 1215 K
 Street, Suite 1000, Sacramento, CA 95814
 Attention: Michael Alberts**

As part of its ERP vendor selection process, the State of Alaska is collecting past performance information on vendors and their product. As you have direct experience with the software product listed above, please respond to the following questions using a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge in a particular area, leave it blank. The State of Alaska greatly appreciates your time in completing this survey.

Organization Name: Commonwealth of Kentucky
 Number of Employees: 45,000
 Project Cost: \$14.5M
 Project Duration (months): 18

#	QUESTION/CRITERIA	UNIT	SCORE
1	How satisfied are you with the software product's ease of use (e.g., user interface, learning curve)?	(1-10)	10
2	How satisfied are you with the ability of software product to meet your functional needs (e.g., business requirements)?	(1-10)	10
3	How satisfied are you with the software product's flexibility (e.g., adjustable workflows, adaptable configurations)?	(1-10)	10
4	How satisfied are you with the vendor's ongoing maintenance and support?	(1-10)	10
5	What is your overall level of customer satisfaction with the software product?	(1-10)	10
6	Is the system fully in production (is implementation complete)?	Circle	(Y) N

Edgar C. Ross Printed Name (of Past Client Evaluator)
[Signature] Signature (of Past Client Evaluator)

Thank you for your time and effort in assisting the State of Alaska in this important endeavor.

SURVEY QUESTIONNAIRES

EXHIBIT B3: SOFTWARE PRODUCT QUESTIONNAIRE

**Software Product Survey Questionnaire
 (State of Alaska)**

[<<Offeror to complete this section>>]

To: Martin Benison Survey ID: 3
(Name of person completing survey)

Phone: (617) 973-2315 Fax: (617) 727-2555

Subject: Past Performance Survey of: CGI Technologies and Solutions Inc.
(Software Vendor Name)

**Please return the completed survey to: CGI Technologies and Solutions Inc., 1215 K Street, Suite 1000, Sacramento, CA 95814
 Attention: Michael Alberts**

As part of its ERP vendor selection process, the State of Alaska is collecting past performance information on vendors and their product. As you have direct experience with the software product listed above, please respond to the following questions using a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge in a particular area, leave it blank. The State of Alaska greatly appreciates your time in completing this survey.

Organization Name: Commonwealth of Massachusetts
 Number of Employees: 84,000
 Project Cost: \$33.8M
 Project Duration (months): 23

#	QUESTION/CRITERIA	UNIT	SCORE
1	How satisfied are you with the software product's ease of use (e.g., user interface, learning curve)?	(1-10)	10
2	How satisfied are you with the ability of software product to meet your functional needs (e.g., business requirements)?	(1-10)	9
3	How satisfied are you with the software product's flexibility (e.g., adjustable workflows, adaptable configurations)?	(1-10)	9
4	How satisfied are you with the vendor's ongoing maintenance and support?	(1-10)	10
5	What is your overall level of customer satisfaction with the software product?	(1-10)	10
6	Is the system fully in production (is implementation complete)?	Circle	YIN

Martin J. Benison Printed Name (of Past Client Evaluator)
[Signature] Signature (of Past Client Evaluator)

Thank you for your time and effort in assisting the State of Alaska in this important endeavor.

SURVEY QUESTIONNAIRES

EXHIBIT B3: SOFTWARE PRODUCT QUESTIONNAIRE

**Software Product Survey Questionnaire
 (State of Alaska)**

[<<Offeror to complete this section>>]

To: Doug Cotnoir Survey ID: 4
(Name of person completing survey)

Phone: (207) 626-8428 Fax: (207) 626-8422

Subject: Past Performance Survey of: CGI Technologies and Solutions Inc.
(Software Vendor Name)

**Please return the completed survey to: CGI Technologies and Solutions Inc., 1215 K Street, Suite 1000, Sacramento, CA 95814
 Attention: Michael Alberts**

As part of its ERP vendor selection process, the State of Alaska is collecting past performance information on vendors and their product. As you have direct experience with the software product listed above, please respond to the following questions using a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge in a particular area, leave it blank. The State of Alaska greatly appreciates your time in completing this survey.

Organization Name: State of Maine
 Number of Employees: 14,000
 Project Cost: \$13.5M
 Project Duration (months): 26

#	QUESTION/CRITERIA	UNIT	SCORE
1	How satisfied are you with the software product's ease of use (e.g., user interface, learning curve)?	(1-10)	8
2	How satisfied are you with the ability of software product to meet your functional needs (e.g., business requirements)?	(1-10)	8
3	How satisfied are you with the software product's flexibility (e.g., adjustable workflows, adaptable configurations)?	(1-10)	10
4	How satisfied are you with the vendor's ongoing maintenance and support?	(1-10)	10
5	What is your overall level of customer satisfaction with the software product?	(1-10)	9
6	Is the system fully in production (is implementation complete)?	Circle	(Y) / N

DOUGLAS E. COTNOIR Douglas E Cotnoir
 Printed Name (of Past Client Evaluator) Signature (of Past Client Evaluator)

Thank you for your time and effort in assisting the State of Alaska in this important endeavor.

SURVEY QUESTIONNAIRES

EXHIBIT B3: SOFTWARE PRODUCT QUESTIONNAIRE

**Software Product Survey Questionnaire
 (State of Alaska)**

<<Offeror to complete this section>>

To: Janet Lazlo Survey 5

(Name of person completing survey)

Phone: (714) 765-4572 Fax: (714) 765-5211

Subject: Past Performance Survey of: CGI Technologies and Solutions Inc.
(Software Vendor Name)

**Please return the completed survey to: CGI Technologies and Solutions Inc., 1215 K Street, Suite 1000, Sacramento, CA 95814
 Attention: Michael Alberts**

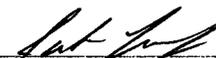
As part of its ERP vendor selection process, the State of Alaska is collecting past performance information on vendors and their product. As you have direct experience with the software product listed above, please respond to the following questions using a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge in a particular area, leave it blank. The State of Alaska greatly appreciates your time in completing this survey.

Organization Name: City of Anaheim, California
 Number of Employees: 2000
 Project Cost: \$6.6M
 Project Duration (months): 23

#	QUESTION/CRITERIA	UNIT	SCORE
1	How satisfied are you with the software product's ease of use (e.g., user interface, learning curve)?	(1-10)	10
2	How satisfied are you with the ability of software product to meet your functional needs (e.g., business requirements)?	(1-10)	10
3	How satisfied are you with the software product's flexibility (e.g., adjustable workflows, adaptable configurations)?	(1-10)	10
4	How satisfied are you with the vendor's ongoing maintenance and support?	(1-10)	10
5	What is your overall level of customer satisfaction with the software product?	(1-10)	10
6	Is the system fully in production (is implementation complete)?	Circle	(Y) N

Janet Lazlo

Printed Name (of Past Client Evaluator)



Signature (of Past Client Evaluator)

Thank you for your time and effort in assisting the State of Alaska in this important endeavor.

SURVEY QUESTIONNAIRES

EXHIBIT B3: SOFTWARE PRODUCT QUESTIONNAIRE

**Software Product Survey Questionnaire
(State of Alaska)**

[<<Offeror to complete this section>>]

To: Donna DePeyster Survey ID: 6
(Name of person completing survey)

Phone: (386) 736-2700 , ext. 2691 Fax: (386) 822-5042

Subject: Past Performance Survey of: CGI Technologies and Solutions Inc.
(Software Vendor Name)

**Please return the completed survey to: CGI Technologies and Solutions Inc., 1215 K Street, Suite 1000, Sacramento, CA 95814
Attention: Michael Alberts**

As part of its ERP vendor selection process, the State of Alaska is collecting past performance information on vendors and their product. As you have direct experience with the software product listed above, please respond to the following questions using a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge in a particular area, leave it blank. The State of Alaska greatly appreciates your time in completing this survey.

Organization Name: Volusia County, FL
Number of Employees: 3,519
Project Cost: \$5.4M
Project Duration (months): 27

#	QUESTION/CRITERIA	UNIT	SCORE
1	How satisfied are you with the software product's ease of use (e.g., user interface, learning curve)?	(1-10)	8
2	How satisfied are you with the ability of software product to meet your functional needs (e.g., business requirements)?	(1-10)	8
3	How satisfied are you with the software product's flexibility (e.g., adjustable workflows, adaptable configurations)?	(1-10)	9
4	How satisfied are you with the vendor's ongoing maintenance and support?	(1-10)	9
5	What is your overall level of customer satisfaction with the software product?	(1-10)	9
6	Is the system fully in production (is implementation complete)?	Circle	<input checked="" type="radio"/> N

Donna de Peyster
Printed Name (of Past Client Evaluator)

Donna de Peyster
Signature (of Past Client Evaluator)

Thank you for your time and effort in assisting the State of Alaska in this important endeavor.

SURVEY QUESTIONNAIRES

EXHIBIT B3: SOFTWARE PRODUCT QUESTIONNAIRE

**Software Product Survey Questionnaire
 (State of Alaska)**

[<<Offeror to complete this section>>]

To: Johnna Rogers Survey ID: 8
(Name of person completing survey)

Phone: (919) 857-9430 Fax: (919) 856-6168

Subject: Past Performance Survey of: CGI Technologies and Solutions Inc.
(Software Vendor Name)

**Please return the completed survey to: CGI Technologies and Solutions Inc., 1215 K
 Street, Suite 1000, Sacramento, CA 95814
 Attention: Michael Alberts**

As part of its ERP vendor selection process, the State of Alaska is collecting past performance information on vendors and their product. As you have direct experience with the software product listed above, please respond to the following questions using a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge in a particular area, leave it blank. The State of Alaska greatly appreciates your time in completing this survey.

Organization Name: Wake County, NC
 Number of Employees: 4200 Full and Part-time (3700 Full-time)
 Project Cost: \$6.7M
 Project Duration (months): 48 for 3 Modules: Finance, Budget, Human Resources/ Payroll

#	QUESTION/CRITERIA	UNIT	SCORE
1	How satisfied are you with the software product's ease of use (e.g., user interface, learning curve)?	(1-10)	10
2	How satisfied are you with the ability of software product to meet your functional needs (e.g., business requirements)?	(1-10)	9
3	How satisfied are you with the software product's flexibility (e.g., adjustable workflows, adaptable configurations)?	(1-10)	9
4	How satisfied are you with the vendor's ongoing maintenance and support?	(1-10)	10
5	What is your overall level of customer satisfaction with the software product?	(1-10)	10
6	Is the system fully in production (is implementation complete)?	Circle	<input checked="" type="radio"/> Y <input type="radio"/> N

Johnna L. Rogers 
 Printed Name (of Past Client Evaluator) Signature (of Past Client Evaluator)

Thank you for your time and effort in assisting the State of Alaska in this important endeavor.

SURVEY QUESTIONNAIRES

EXHIBIT B3: SOFTWARE PRODUCT QUESTIONNAIRE

**Software Product Survey Questionnaire
(State of Alaska)**

<<Offeror to complete this section>>

To: Roxane Rush Survey ID: 9
(Name of person completing survey)

Phone: (770) 528-1523 Fax: (770) 528-1557

Subject: Past Performance Survey of: CGI Technologies and Solutions Inc.
(Software Vendor Name)

**Please return the completed survey to: CGI Technologies and Solutions Inc., 1215 K Street, Suite 1000, Sacramento, CA 95814
Attention: Michael Alberts**

As part of its ERP vendor selection process, the State of Alaska is collecting past performance information on vendors and their product. As you have direct experience with the software product listed above, please respond to the following questions using a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge in a particular area, leave it blank. The State of Alaska greatly appreciates your time in completing this survey.

Organization Name: Cobb County, Georgia
Number of Employees: > 4,000
Project Cost: \$2.2M
Project Duration (months): 13

#	QUESTION/CRITERIA	UNIT	SCORE
1	How satisfied are you with the software product's ease of use (e.g., user interface, learning curve)?	(1-10)	9
2	How satisfied are you with the ability of software product to meet your functional needs (e.g., business requirements)?	(1-10)	9
3	How satisfied are you with the software product's flexibility (e.g., adjustable workflows, adaptable configurations)?	(1-10)	8
4	How satisfied are you with the vendor's ongoing maintenance and support?	(1-10)	8
5	What is your overall level of customer satisfaction with the software product?	(1-10)	8
6	Is the system fully in production (is implementation complete)?	Circle	<input checked="" type="radio"/> Y <input type="radio"/> N

Roxane Rush/Cobb County Government Roxane Rush
Printed Name (of Past Client Evaluator) Signature (of Past Client Evaluator)

Thank you for your time and effort in assisting the State of Alaska in this important endeavor.

SURVEY QUESTIONNAIRES

EXHIBIT B3: SOFTWARE PRODUCT QUESTIONNAIRE

**Software Product Survey Questionnaire
 (State of Alaska)**

[<<Offeror to complete this section>>]

To: Radcliffe Brown Survey ID: _11_
(Name of person completing survey)

Phone: (561) 355-3319 Fax: (561) 355-7919

Subject: Past Performance Survey of: CGI Technologies and Solutions, Inc.
(Software Vendor Name)

**Please return the completed survey to: CGI Technologies and Solutions Inc., 1215 K Street, Suite 1000, Sacramento, CA 95814
 Attention: Michael Alberts**

As part of its ERP vendor selection process, the State of Alaska is collecting past performance information on vendors and their product. As you have direct experience with the software product listed above, please respond to the following questions using a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge in a particular area, leave it blank. The State of Alaska greatly appreciates your time in completing this survey.

Organization Name: Palm Beach, FL
 Number of Employees: 6,700
 Project Cost: \$1,850,000
 Project Duration (months): 17

#	QUESTION/CRITERIA	UNIT	SCORE
1	How satisfied are you with the software product's ease of use (e.g., user interface, learning curve)?	(1-10)	8
2	How satisfied are you with the ability of software product to meet your functional needs (e.g., business requirements)?	(1-10)	8
3	How satisfied are you with the software product's flexibility (e.g., adjustable workflows, adaptable configurations)?	(1-10)	8
4	How satisfied are you with the vendor's ongoing maintenance and support?	(1-10)	8
5	What is your overall level of customer satisfaction with the software product?	(1-10)	8
6	Is the system fully in production (is implementation complete)?	Circle	<input checked="" type="radio"/> Y / <input type="radio"/> N

Radcliffe Brown 
 Printed Name (of Past Client Evaluator) Signature (of Past Client Evaluator)

Thank you for your time and effort in assisting the State of Alaska in this important endeavor.

SURVEY QUESTIONNAIRES

EXHIBIT B4: SYSTEM IMPLEMENTER QUESTIONNAIRE

**System Implementer Survey Questionnaire
 (State of Alaska)**

[<<Offeror to complete this section>>]

To: Jeanette Beman Survey ID: 12_____
 (Name of person completing survey)

Phone: (307) 777-6658 Fax: (307) 777-6983

Subject: Past Performance Survey of: CGI Technologies and Solutions Inc.
 (System Implementer Name)

**Please return the completed survey to: CGI Technologies and Solutions Inc., 1215 K
 Street, Suite 1000, Sacramento, CA 95814
 Attention: Michael Alberts**

As part of its ERP vendor selection process, the State of Alaska is collecting past performance information on vendors and their key personnel. As you have direct experience with the system implementer listed above, please respond to the following questions using a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge in a particular area, leave it blank. The State of Alaska greatly appreciates your time in completing this survey.

Organization Name: State of Wyoming
 Number of Employees: 11,331
 Project Cost: \$3.8M
 Project Duration (months): 31

	CRITERIA	UNIT	SCORE
1	How satisfied were you with the project's actual cost? (Was the project delivered within your cost expectations?)	(1-10)	10
2	How satisfied were you with the implementation project's duration and adherence to schedule?	(1-10)	9
3	How satisfied were you with the overall management, completion, and delivery of the project?	(1-10)	9
4	How satisfied were you with the management of risks and potential issues during the implementation project?	(1-10)	10
5	How satisfied were you with the use of best practices during implementation?	(1-10)	10
6	How satisfied were you with the way business requirements were translated into system configuration?	(1-10)	9
7	How satisfied were you with business process reengineering associated with the software implementation (if applicable)?	(1-10)	9
8	How satisfied were you with product training?	(1-10)	8
9	How satisfied were you with your working relationship with the implementation team?	(1-10)	10
10	How likely would you be to contract with this firm again?	(1-10)	10
11	Is the project complete?	Circle	Y / N

Jeanette Berman/Carolyn Teter Carolyn A. Teter
Printed Name (of Evaluator) Signature (of Evaluator)

Thank you for your time and effort in assisting the State of Alaska in this important endeavor.

SURVEY QUESTIONNAIRES

EXHIBIT B4: SYSTEM IMPLEMENTER QUESTIONNAIRE

**System Implementer Survey Questionnaire
 (State of Alaska)**

[<<Offeror to complete this section>>]

To: Jerry Gearheart Survey ID: 15
 (Name of person completing survey)

Phone: (801) 538-1023 Fax: (801) 538-3244

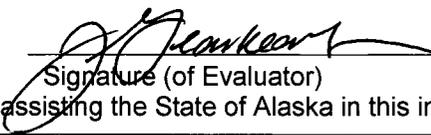
Subject: Past Performance Survey of: CGI Technologies and Solutions Inc.
 (System Implementer Name)

**Please return the completed survey to: CGI Technologies and Solutions Inc., 1215 K
 Street, Suite 1000, Sacramento, CA 95814
 Attention: Michael Alberts**

As part of its ERP vendor selection process, the State of Alaska is collecting past performance information on vendors and their key personnel. As you have direct experience with the system implementer listed above, please respond to the following questions using a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge in a particular area, leave it blank. The State of Alaska greatly appreciates your time in completing this survey.

Organization Name: State of Utah
 Number of Employees: 19,000
 Project Cost: \$4.5M
 Project Duration (months): 24

	CRITERIA	UNIT	SCORE
1	How satisfied were you with the project's actual cost? (Was the project delivered within your cost expectations?)	(1-10)	9
2	How satisfied were you with the implementation project's duration and adherence to schedule?	(1-10)	10
3	How satisfied were you with the overall management, completion, and delivery of the project?	(1-10)	10
4	How satisfied were you with the management of risks and potential issues during the implementation project?	(1-10)	8
5	How satisfied were you with the use of best practices during implementation?	(1-10)	9
6	How satisfied were you with the way business requirements were translated into system configuration?	(1-10)	10
7	How satisfied were you with business process reengineering associated with the software implementation (if applicable)?	(1-10)	7
8	How satisfied were you with product training?	(1-10)	7
9	How satisfied were you with your working relationship with the implementation team?	(1-10)	10
10	How likely would you be to contract with this firm again?	(1-10)	10
11	Is the project complete?	Circle	<input checked="" type="radio"/> Y <input type="radio"/> N

Jerrold F. Gearheart
 Printed Name (of Evaluator) 
 Signature (of Evaluator)

Thank you for your time and effort in assisting the State of Alaska in this important endeavor.

OSURVEY QUESTIONNAIRES

EXHIBIT B4: SYSTEM IMPLEMENTER QUESTIONNAIRE

**System Implementer Survey Questionnaire
(State of Alaska)**

[<<Offeror to complete this section>>]

To: Robert Townsend Survey ID: _16_
(Name of person completing survey)

Phone: (212) 857-1200 Fax: (212) 857-1106

Subject: Past Performance Survey of: CGI Technologies and Solutions Inc.
(System Implementer Name)

**Please return the completed survey to: CGI Technologies and Solutions Inc., 1215 K Street, Suite 1000, Sacramento, CA 95814
Attention: Michael Alberts**

As part of its ERP vendor selection process, the State of Alaska is collecting past performance information on vendors and their key personnel. As you have direct experience with the system implementer listed above, please respond to the following questions using a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge in a particular area, leave it blank. The State of Alaska greatly appreciates your time in completing this survey.

Organization Name: City of New York – Financial Information Services Agency
Number of Employees: 362,400
Project Cost: \$100M
Project Duration (months): 30

	CRITERIA	UNIT	SCORE
1	How satisfied were you with the project's actual cost? (Was the project delivered within your cost expectations?)	(1-10)	7
2	How satisfied were you with the implementation project's duration and adherence to schedule?	(1-10)	9
3	How satisfied were you with the overall management, completion, and delivery of the project?	(1-10)	8
4	How satisfied were you with the management of risks and potential issues during the implementation project?	(1-10)	8
5	How satisfied were you with the use of best practices during implementation?	(1-10)	8
6	How satisfied were you with the way business requirements were translated into system configuration?	(1-10)	8
7	How satisfied were you with business process reengineering associated with the software implementation (if applicable)?	(1-10)	N/A
8	How satisfied were you with product training?	(1-10)	N/A
9	How satisfied were you with your working relationship with the implementation team?	(1-10)	8
10	How likely would you be to contract with this firm again?	(1-10)	9
11	Is the project complete?	Circle	(Y) N

Robert W Townsend Printed Name (of Evaluator) [Signature] Signature (of Evaluator)

Thank you for your time and effort in assisting the State of Alaska in this important endeavor.

SURVEY QUESTIONNAIRES

EXHIBIT B4: SYSTEM IMPLEMENTER QUESTIONNAIRE

**System Implementer Survey Questionnaire
 (State of Alaska)**

[<<Offeror to complete this section>>]

To: Robert Davis Survey ID: 18
 (Name of person completing survey)

Phone: (213) 974-0385 Fax: (213) 621-2681

Subject: Past Performance Survey of: CGI Technologies and Solutions Inc.
 (System Implementer Name)

**Please return the completed survey to: CGI Technologies and Solutions Inc., 1215 K Street, Suite 1000, Sacramento, CA 95814
 Attention: Michael Alberts**

As part of its ERP vendor selection process, the State of Alaska is collecting past performance information on vendors and their key personnel. As you have direct experience with the system implementer listed above, please respond to the following questions using a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge in a particular area, leave it blank. The State of Alaska greatly appreciates your time in completing this survey.

Organization Name: County of Los Angeles
 Number of Employees: 105,000
 Project Cost: \$67.0M
 Project Duration (months): 53

	CRITERIA	UNIT	SCORE
1	How satisfied were you with the project's actual cost? (Was the project delivered within your cost expectations?)	(1-10)	10
2	How satisfied were you with the implementation project's duration and adherence to schedule?	(1-10)	10
3	How satisfied were you with the overall management, completion, and delivery of the project?	(1-10)	10
4	How satisfied were you with the management of risks and potential issues during the implementation project?	(1-10)	10
5	How satisfied were you with the use of best practices during implementation?	(1-10)	9
6	How satisfied were you with the way business requirements were translated into system configuration?	(1-10)	10
7	How satisfied were you with business process reengineering associated with the software implementation (if applicable)?	(1-10)	9
8	How satisfied were you with product training?	(1-10)	9
9	How satisfied were you with your working relationship with the implementation team?	(1-10)	10
10	How likely would you be to contract with this firm again?	(1-10)	10
11	Is the project complete?	Circle	Y

Robert A. Davis Robert A. Davis
 Printed Name (of Evaluator) Signature (of Evaluator)

Thank you for your time and effort in assisting the State of Alaska in this important endeavor.

SURVEY QUESTIONNAIRES

EXHIBIT B4: SYSTEM IMPLEMENTER QUESTIONNAIRE

**System Implementer Survey Questionnaire
(State of Alaska)**

[<<Offeror to complete this section>>]

To: Don Paddy Survey ID: 19
(Name of person completing survey)

Phone: (410) 887-2481 Fax: (410) 887-3882

Subject: Past Performance Survey of: CGI Technologies and Solutions Inc.
(System Implementer Name)

**Please return the completed survey to: CGI Technologies and Solutions Inc., 1215 K Street, Suite 1000, Sacramento, CA 95814
Attention: Michael Alberts**

As part of its ERP vendor selection process, the State of Alaska is collecting past performance information on vendors and their key personnel. As you have direct experience with the system implementer listed above, please respond to the following questions using a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge in a particular area, leave it blank. The State of Alaska greatly appreciates your time in completing this survey.

Organization Name: Baltimore County, Maryland
Number of Employees: 9,000
Project Cost: \$3M
Project Duration (months): 21

	CRITERIA	UNIT	SCORE
1	How satisfied were you with the project's actual cost? (Was the project delivered within your cost expectations?)	(1-10)	7
2	How satisfied were you with the implementation project's duration and adherence to schedule?	(1-10)	8
3	How satisfied were you with the overall management, completion, and delivery of the project?	(1-10)	8
4	How satisfied were you with the management of risks and potential issues during the implementation project?	(1-10)	8
5	How satisfied were you with the use of best practices during implementation?	(1-10)	7
6	How satisfied were you with the way business requirements were translated into system configuration?	(1-10)	7
7	How satisfied were you with business process reengineering associated with the software implementation (if applicable)?	(1-10)	7
8	How satisfied were you with product training?	(1-10)	8
9	How satisfied were you with your working relationship with the implementation team?	(1-10)	9
10	How likely would you be to contract with this firm again?	(1-10)	8
11	Is the project complete?	Circle	(Y) / N

Donald Paddy Printed Name (of Evaluator) Donald Paddy Signature (of Evaluator)

Thank you for your time and effort in assisting the State of Alaska in this important endeavor.

SURVEY QUESTIONNAIRES

EXHIBIT B4: SYSTEM IMPLEMENTER QUESTIONNAIRE

**System Implementer Survey Questionnaire
(State of Alaska)**

[<<Offeror to complete this section>>]

To: Morris Devereaux Survey ID: 20
(Name of person completing survey)

Phone: (404) 887-5610 Fax: (404) 893-1619

Subject: Past Performance Survey of: CGI Technologies and Solutions Inc.
(System Implementer Name)

**Please return the completed survey to: CGI Technologies and Solutions Inc., 1215 K Street, Suite 1000, Sacramento, CA 95814
Attention: Michael Alberts**

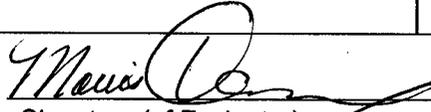
As part of its ERP vendor selection process, the State of Alaska is collecting past performance information on vendors and their key personnel. As you have direct experience with the system implementer listed above, please respond to the following questions using a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge in a particular area, leave it blank. The State of Alaska greatly appreciates your time in completing this survey.

Organization Name: Fulton County, GA
Number of Employees: 7,108
Project Cost: \$0.4M
Project Duration (months): 10

	CRITERIA	UNIT	SCORE
1	How satisfied were you with the project's actual cost? (Was the project delivered within your cost expectations?)	(1-10)	10
2	How satisfied were you with the implementation project's duration and adherence to schedule?	(1-10)	8 Delays were OUR fault, not vendor
3	How satisfied were you with the overall management, completion, and delivery of the project?	(1-10)	10+
4	How satisfied were you with the management of risks and potential issues during the implementation project?	(1-10)	10
5	How satisfied were you with the use of best practices during implementation?	(1-10)	9 Vendor recommended best practices but WE could not implement.
6	How satisfied were you with the way business requirements were translated into system configuration?	(1-10)	10
7	How satisfied were you with business process reengineering associated with the software implementation (if applicable)?	(1-10)	10
8	How satisfied were you with product training?	(1-10)	9

9	How satisfied were you with your working relationship with the implementation team?	(1-10)	10+
10	How likely would you be to contract with this firm again?	(1-10)	10+
11	Is the project complete?	Circle	<input checked="" type="radio"/> Y <input type="radio"/> N

Morris Devereaux



Printed Name (of Evaluator)

Signature (of Evaluator)

Thank you for your time and effort in assisting the State of Alaska in this important endeavor.

SURVEY QUESTIONNAIRES

EXHIBIT B4: SYSTEM IMPLEMENTER QUESTIONNAIRE

**System Implementer Survey Questionnaire
(State of Alaska)**

To: Julie Tarrant ~~Offeror to complete this section~~ Survey ID: 22
(Name of person completing survey)
Phone: (732) 929-2127 Fax: (732) 506-5129

Subject: Past Performance Survey of: CGI Technologies and Solutions Inc.
(System Implementer Name)

**Please return the completed survey to: CGI Technologies and Solutions Inc., 1215 K Street, Suite 1000, Sacramento, CA 95814
Attention: Michael Alberts**

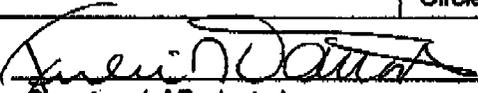
As part of its ERP vendor selection process, the State of Alaska is collecting past performance information on vendors and their key personnel. As you have direct experience with the system implementer listed above, please respond to the following questions using a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge in a particular area, leave it blank. The State of Alaska greatly appreciates your time in completing this survey.

Organization Name: Ocean County, NJ
Number of Employees: 2600
Project Cost: \$3.9M
Project Duration (months): 28

	CRITERIA	UNIT	SCORE
1	How satisfied were you with the project's actual cost? (Was the project delivered within your cost expectations?)	(1-10)	10
2	How satisfied were you with the implementation project's duration and adherence to schedule?	(1-10)	10
3	How satisfied were you with the overall management, completion, and delivery of the project?	(1-10)	10
4	How satisfied were you with the management of risks and potential issues during the implementation project?	(1-10)	10
5	How satisfied were you with the use of best practices during implementation?	(1-10)	10
6	How satisfied were you with the way business requirements were translated into system configuration?	(1-10)	10
7	How satisfied were you with business process reengineering associated with the software implementation (if applicable)?	(1-10)	10
8	How satisfied were you with product training?	(1-10)	8
9	How satisfied were you with your working relationship with the implementation team?	(1-10)	10
10	How likely would you be to contract with this firm again?	(1-10)	9
11	Is the project complete?	Circle	y

Julie N Tarrant, Comptroller, CFO

Printed Name (of Evaluator)


Signature (of Evaluator)

Thank you for your time and effort in assisting the State of Alaska in this important endeavor.

SURVEY QUESTIONNAIRES

EXHIBIT B4: SYSTEM IMPLEMENTER QUESTIONNAIRE

**System Implementer Survey Questionnaire
 (State of Alaska)**

[<<Offeror to complete this section>>]

To: David Criddle Survey ID: _23_

(Name of person completing survey)

Phone: (513) 352-3611 Fax: 513-352-1533

Subject: Past Performance Survey of: CGI Technologies and Solutions

(System Implementer Name)

**Please return the completed survey to: CGI Technologies and Solutions Inc., 1215 K
 Street, Suite 1000, Sacramento, CA 95814
 Attention: Michael Alberts**

As part of its ERP vendor selection process, the State of Alaska is collecting past performance information on vendors and their key personnel. As you have direct experience with the system implementer listed above, please respond to the following questions using a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge in a particular area, leave it blank. The State of Alaska greatly appreciates your time in completing this survey.

Organization Name: City of Cincinnati, Ohio

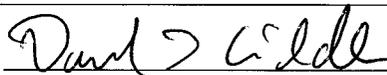
Number of Employees: 6,300

Project Cost: \$900,000

Project Duration (months): 23

	CRITERIA	UNIT	SCORE
1	How satisfied were you with the project's actual cost? (Was the project delivered within your cost expectations?)	(1-10)	9
2	How satisfied were you with the implementation project's duration and adherence to schedule?	(1-10)	9
3	How satisfied were you with the overall management, completion, and delivery of the project?	(1-10)	10
4	How satisfied were you with the management of risks and potential issues during the implementation project?	(1-10)	10
5	How satisfied were you with the use of best practices during implementation?	(1-10)	10
6	How satisfied were you with the way business requirements were translated into system configuration?	(1-10)	10
7	How satisfied were you with business process reengineering associated with the software implementation (if applicable)?	(1-10)	10
8	How satisfied were you with product training?	(1-10)	10
9	How satisfied were you with your working relationship with the implementation team?	(1-10)	10
10	How likely would you be to contract with this firm again?	(1-10)	10
11	Is the project complete?	Circle	<input checked="" type="radio"/> Y / <input type="radio"/> N

David D. Criddle



Printed Name (of Evaluator)

Signature (of Evaluator)

Thank you for your time and effort in assisting the State of Alaska in this important endeavor.

SURVEY QUESTIONNAIRES

EXHIBIT B4: SYSTEM IMPLEMENTER QUESTIONNAIRE

**System Implementer Survey Questionnaire
 (State of Alaska)**

To: David Sundstrom Survey ID: _24_

(Name of person completing survey)

Phone: (714) 834-2457 Fax: (714) 834-2569

Subject: Past Performance Survey of: CGI Technologies and Solutions
(System Implementer Name)

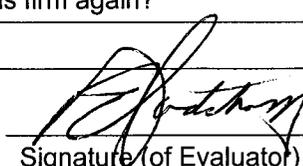
**Please return the completed survey to: CGI Technologies and Solutions Inc., 1215 K
 Street, Suite 1000, Sacramento, CA 95814
 Attention: Michael Alberts**

As part of its ERP vendor selection process, the State of Alaska is collecting past performance information on vendors and their key personnel. As you have direct experience with the system implementer listed above, please respond to the following questions using a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge in a particular area, leave it blank. The State of Alaska greatly appreciates your time in completing this survey.

Organization Name: Orange County, California
 Number of Employees: 18,000
 Project Cost: \$21M
 Project Duration (months): 36

	CRITERIA	UNIT	SCORE
1	How satisfied were you with the project's actual cost? (Was the project delivered within your cost expectations?)	(1-10)	10
2	How satisfied were you with the implementation project's duration and adherence to schedule?	(1-10)	10
3	How satisfied were you with the overall management, completion, and delivery of the project?	(1-10)	10
4	How satisfied were you with the management of risks and potential issues during the implementation project?	(1-10)	10
5	How satisfied were you with the use of best practices during implementation?	(1-10)	10
6	How satisfied were you with the way business requirements were translated into system configuration?	(1-10)	8
7	How satisfied were you with business process reengineering associated with the software implementation (if applicable)?	(1-10)	N/A*
8	How satisfied were you with product training?	(1-10)	N/A*
9	How satisfied were you with your working relationship with the implementation team?	(1-10)	10
10	How likely would you be to contract with this firm again?	(1-10)	10
11	Is the project complete?	Circle	Yes

David E. Sundstrom



Printed Name (of Evaluator)

Signature (of Evaluator)

* Responsibility for items 7 and 8 was retained by the county.

SURVEY QUESTIONNAIRES

EXHIBIT B4: SYSTEM IMPLEMENTER QUESTIONNAIRE

**System Implementer Survey Questionnaire
 (State of Alaska)**

[<<Offeror to complete this section>>]

To: Mike Mason Survey ID: 26
 (Name of person completing survey)

Phone: (520) 837-6038 Fax: (520) 791-4364

Subject: Past Performance Survey of: CGI Technologies and Solutions
 (System Implementer Name)

**Please return the completed survey to: CGI Technologies and Solutions Inc., 1215 K
 Street, Suite 1000, Sacramento, CA 95814
 Attention: Michael Alberts**

As part of its ERP vendor selection process, the State of Alaska is collecting past performance information on vendors and their key personnel. As you have direct experience with the system implementer listed above, please respond to the following questions using a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. If you do not have sufficient knowledge in a particular area, leave it blank. The State of Alaska greatly appreciates your time in completing this survey.

Organization Name: City of Tucson, AZ
 Number of Employees: 5,500
 Project Cost: \$1.5M
 Project Duration (months): 14

	CRITERIA	UNIT	SCORE
1	How satisfied were you with the project's actual cost? (Was the project delivered within your cost expectations?)	(1-10)	8
2	How satisfied were you with the implementation project's duration and adherence to schedule?	(1-10)	9
3	How satisfied were you with the overall management, completion, and delivery of the project?	(1-10)	9
4	How satisfied were you with the management of risks and potential issues during the implementation project?	(1-10)	10
5	How satisfied were you with the use of best practices during implementation?	(1-10)	9
6	How satisfied were you with the way business requirements were translated into system configuration?	(1-10)	9
7	How satisfied were you with business process reengineering associated with the software implementation (if applicable)?	(1-10)	8
8	How satisfied were you with product training?	(1-10)	8
9	How satisfied were you with your working relationship with the implementation team?	(1-10)	10
10	How likely would you be to contract with this firm again?	(1-10)	10
11	Is the project complete?	Circle	<input checked="" type="radio"/> Y / <input type="radio"/> N

Michael Mason Printed Name (of Evaluator) [Signature] Signature (of Evaluator)

Thank you for your time and effort in assisting the State of Alaska in this important endeavor.

ATTACHMENT C PROJECT APPROACH

TABLE OF CONTENTS

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GENERAL INSTRUCTIONS

This template must be used, including 10-point Arial font. Modifications to the format of this template (e.g., altering font size, altering font type, adding colors, adding pictures etc) will result in your entire proposal being found non-responsive.

Exhibits C1-C3 must be "cleansed" of any identifying names or information. **Do not list any names/information that can be used to identify your firm. The inclusion of any identifiable information may result in the proposal being found non-responsive.**

WORK PLAN

EXHIBIT C1: PROJECT WORK PLAN

Provide a concise summary of the Offeror's approach to delivering the services requested in the RFP. This description should demonstrate a clear understanding of how to successfully complete the work in a way that meets the State's needs. The summary should:

1. Describe the Offeror's methodology for managing project scope, schedule, and implementation of the project.
2. Describe the Offeror's approach to system initialization, system installation, business process design/reengineering, system configuration, system tailoring, interface design and development, data conversion, testing, and post-implementation stabilization.
3. Describe how the Offeror will transition from existing systems to the proposed systems.
4. Describe how the Offeror will educate and train State employees on the proposed systems.
5. Describe how the Offeror will monitor performance throughout the contract term.

Please note that your Project Work Plan cannot exceed three pages (excluding these instructions).

PROJECT WORK PLAN

1. METHODOLOGY FOR MANAGING PROJECT SCOPE, SCHEDULE, AND IMPLEMENTATION OF THE PROJECT: We know that the State of Alaska (the State), while similar in many dimensions to other states, has a unique combination of systems, business processes, requirements, culture, and geography. We have a unique understanding of these specific elements and proven expertise in managing, implementing, transitioning, training, and maintaining ERP solutions specifically for governments. We will use our ERP COTS Implementation Methodology (E-CIM) to manage this project. E-CIM combines industry best practices for project management (e.g., PMBOK, IEEE, CMMI, ISO) with a structured, four-phase implementation model derived from breakthrough performance concepts. The four phases are Envision, Create, Achieve, and Support. E-CIM spans the full project lifecycle, and includes processes, templates, and tools for managing scope, schedule, budget, and daily implementation activities. We will tailor E-CIM specifically for the State using knowledge gained from our past projects with multiple, major Alaska departments. This section provides a high-level summary of our approach.

Managing Scope – Developing a perfect project plan at the outset, and expecting that plan to remain static is unrealistic for a project with this level of complexity. Changes will arise that must be accommodated and addressed for a successful outcome. Consistent requirements traceability is critical, and a foundation of our E-CIM methodology. During the E-CIM Envision phase, we will collaborate with the State to confirm requirements, and use our collective knowledge of the state legacy systems and processes to produce a clear project plan and solution blueprint. This blueprint provides a comprehensive picture of the entire ERP solution (including baseline requirements, interfaces, data sources, configuration decisions, and hardware infrastructure) very early in the project. Developing this comprehensive picture early is the only way to effectively manage the project, and minimize the implications of scope changes that often materialize months later. E-CIM is highly flexible and built to accommodate new, time-sensitive requirements often introduced by external forces (e.g. GASB Fund Category recently implemented in the AKSAS system). We address these inevitable changes in a disciplined, methodical fashion. During the pre-award phase, we will clearly document our mutual understanding of scope. During the post-award implementation phase, our scope management processes will be used to analyze, document, and implement any agreed changes.

Managing Schedule – We will manage and control the comprehensive work plan, including State activities and ours. The project Work Breakdown Structure (WBS) and schedule will be refined and validated during the pre-award phase, and will be the vehicle for our schedule management activities. The work plan defines schedule, responsibility, and accountability at the individual team member level, and is sufficiently granular to manage tasks and resources without being cumbersome to create and maintain. The work plan encompasses all aspects of the project, and breaks the work into discrete phases, groupings, and tasks. Day-to-day project activities and dependencies between and within the phases will be clearly identified. We will baseline the schedule at the end of pre-award, and start tracking actual versus estimated effort. We report progress at the individual task level with team leads, group leads, and senior project management verifying the results. The work plan will be visible to all staff, and a dashboard will be provided to senior management and the project steering committee for project visibility.

Managing Implementation - The State needs a vendor that emphasizes project management, organizes tasks based on proven experience, assigns work to the right staff, manages the work activities, and provides adequate visibility and reporting to the State's Project Steering Committee. Our governance structure will define roles and responsibilities, decision rights, performance measures, and escalation procedures consistent with Attachment L (L-3). Our iterative, waterfall approach has regular checkpoints to assess quality, and address issues and risks. Our management team will remove obstacles, and confirm that team members have access to the resources, information, and material needed to complete their work. Project management will also coordinate with external project stakeholders, monitor progress and quality, report status to the Steering Committee, and facilitate issue resolution. Members will perform work in accordance with the schedule and identify issues and risks as appropriate. Group and team leads will monitor performance, conduct quality reviews, and verify completed tasks. Our Go/No-Go readiness assessment determines when to proceed with cutover activities.

2. APPROACH FOR MANAGING ERP IMPLEMENTATION ACTIVITIES. History has clearly shown that it takes more than the right ERP product to succeed. The State also needs the right team and the right approach. We will bring experienced senior staff to the State that has led successful statewide ERP projects. One of our key differentiators is that we bring both deep implementation and specific knowledge

of Alaska's business and legacy systems. This unique blend of expertise reduces risk.

System Initialization - This activity coincides with the E-CIM Envision phase and includes confirming requirements, identifying optimal configuration to enable business processes, assigning individual project tasks, coordinating activities, and monitoring and reporting quality and progress. During System Initialization, we will confirm the technical infrastructure and business process strategy, conduct benchmarking, define cost effective solutions for performance and scalability, and recommend the right hardware infrastructure and configuration required to implement and support the new ERP. The agreed upon technical infrastructure will also be prepared during initialization.

System Installation - The activities of analyzing the requirements for rack space, power, air conditioning, connectivity, operating system configuration, and integrating with the State's Tivoli backup system will be coordinated with the project team and the State's ETS division. System installation encompasses the hardware and software environments needed to support BPR, configuration, testing, training, conversion, and production activities across all phases. A comprehensive installation test is performed on all environments prior to release to the project team and the Installation Certification Document is prepared and submitted.

Business Process Design/Reengineering - This full lifecycle activity uses interactive BPR sessions to map current as-is processes to government best practices and our solution capabilities. System configuration options and as-is business processes will be reviewed with stakeholders in each functional area to identify improvement opportunities, and reduce customizations. We will work with the State to meet business requirements using the baseline product and configuration, rather than new code. Our BPR approach includes two key tenets: 1) include all business processes when creating the solution blueprint and planning the deployment; and 2) use our Alaska and public sector experience to assess the impact of potential process changes on policies, statutes, process integrity, and information access.

System Configuration - System configuration activities are performed throughout the project and include configuration training, selecting and implementing configuration options, and delivering comprehensive configuration documentation. System settings and configuration options necessary for each business area (referenced in Sample Configuration Plan) are also included. A baseline configuration environment will be established and maintained with current system configuration settings. This environment will be updated and maintained by authorized staff throughout the project and will serve as the "gold standard" for updating other environments as needed.

System Tailoring - We will use a four-pronged approach to tailor our solution: 1) provide an out-of-the-box COTS solution meeting at least 88% of the State's requirements based on our preliminary assessment, 2) provide a comprehensive set of configuration capabilities to implement existing processes and facilitate future upgrades, 3) leverage BPR to realign state business processes with government best practices embedded within our ERP, and 4) wherever possible, incorporate the State's software customizations into our baseline COTS product to reduce the cost of maintenance and future upgrades. During pre-award, we will work with the State's SMEs to understand the intent for requirements marked as "not met" in Exhibit F. As with our other implementations, we are confident that with this interaction, along with our proposed value added services, we can achieve a 100% fit.

Interface Design and Development - During pre-award, we will confirm our understanding of the existing interfaces, data they exchange, and their operating patterns. We will develop a set of interface specifications based on our past experience with the AKSAS, AKPAY, WPA, and other legacy systems. We will produce an interface map detailing how and when each interface is transitioned to the ERP, which interfaces are retired, the number of interfaces to be created, and any temporary interfaces to be used during the phased implementation (e.g. AKPAY to ERP for personal services information). We will use our standard data integration tool to develop the system interfaces based on the approved interface specifications. We will test and validate the operation of the interfaces against the ERP, and 3rd party interfaces which can be problematic, and coordinate the transition of the interfaces from legacy systems to the new ERP.

Data Conversion - We have extensive experience with the data models and structures of the AKSAS, AKPAY, WPA and supporting legacy systems. We will develop a Conversion Plan that maps the data between the legacy data sources and the new ERP. These maps define transformation (including data typing) and validation rules to be applied during the conversion process. Sample conversion runs are performed to verify the process and rules, and identify data quality issues. The conversion process will target current and prior year information from AKSAS, and current information from AKPAY and WPA.

Historical data will remain in ALDER. Once in production, the ERP will feed data to ALDER.

Testing - We will develop a comprehensive Test Plan outlining the approach, testing activities, data requirements, and test reporting activities. We will leverage a repository of existing public sector and scenario-based scripts, and develop new scripts, all traced back to baseline requirements. Scripts will cover system, integration, performance, and acceptance testing. We will use production-level data to validate the business functionality and system performance capabilities of the technical environment. Our testing tools will provide visibility related to progress and results. We will work with the State to define a clear set of Go/No Go criteria for system acceptance.

Post-implementation Stabilization - This activity starts with developing the Go Live and Stabilization Plan. This plan includes mutually agreed upon criteria for moving into production, a readiness checklist, and tasks and resource assignments for Go Live. The Go Live Plan also includes a data load plan for conversion. A rollback contingency plan will be developed in the unlikely event that significant problems occur following cutover. In addition to the configured and tested software solution, we will provide in-depth functional and technical training and knowledge transfer, comprehensive training materials, ERP documentation, and transition support to the ETS team. Our transition team will provide initial maintenance and stabilization services as each phase is implemented, and will remain on-site until each phase is complete.

3. TRANSITION FROM EXISTING TO PROPOSED SYSTEMS. We will execute system transition tasks within each project phase and across the entire project lifecycle based on a comprehensive Transition Plan coordinated with the State's business and technical staff. A key differentiator of our approach is "just-in-time" software licensing and installation. Licenses for operating systems, databases, and ERP modules are obtained and used as needed, and no earlier, resulting in significant acquisition and maintenance cost savings. The Transition Plan describes steps required to transition from legacy systems to the new ERP, including software, infrastructure, data, staff readiness, and staff functional and technical training. The team will conduct mock conversions to verify readiness, and confirm data quality. Our plan is based on realistic implementation dates, including fiscal year end, annual close, and other key dates. After Go Live, we will transition solution maintenance and support to the State's Help Desk.

4. EDUCATE AND TRAIN STATE EMPLOYEES ON THE PROPOSED SYSTEMS. We use a holistic approach to education and training, knowledge transfer, and skill development by addressing the needs of end users, systems and technical staff, senior management, and other stakeholders. We will develop a comprehensive Training Plan defining the training curriculum, training materials, delivery methods, instructors and attendees, schedule, and tools. Our approach will incorporate the State's unique geographic challenges, staff and facility availability, and scheduling constraints. Education and training for key functional and technical staff will begin in the pre-award phase and continue throughout the project, expanding to end user groups prior to Go Live. We will use a train-the-trainer approach with a combination of formal classroom training in Juneau and other state training facilities, distance learning, and computer-based training. We will also provide a complete set of functional and technical training materials and Quick Reference Guides tailored to the State of Alaska implementation.

5. MONITOR PERFORMANCE THROUGHOUT THE CONTRACT TERM. A key to managing large complex projects is selecting the right attributes to measure and monitor. Those activities controlling critical path, or containing significant risk or complex dependencies, must be monitored and measured. Performance measures will be focused on the actual product and solution, not the work by-products created during the project. Installing the solution, completing configuration, and completing data conversion are examples of key project milestones against which performance can readily be measured. Our E-CIM methodology leverages PMBOK-based principles and includes proactive processes, reusable templates, and dashboard tools to monitor performance, and provide exception-based reporting and visibility to internal and external stakeholders. We will establish mutually agreed upon key performance indicators with the State at the on-set. We will also conduct project health reporting using specific methods, tools, and quantifiable measures (e.g., cost and schedule variance reporting) to clearly indicate status, and manage change, risks, and issues. Project status will always be visible to the State, and monitored by our corporate Project Management Office through a mandatory monthly client engagement health check process. A Weekly Risk Report (WRR) will be prepared and if any project health issues arise, corrective actions will be implemented. Corrective measures may include additional reporting and monitoring, and/or additional executive oversight of the engagement. This process has produced a perfect ERP implementation track record – truly the lowest risk delivery method.

RAVA PLAN

EXHIBIT C2: RISK ASSESSMENT

List and prioritize major risk items that are unique to this project, as well as your proposed mitigation strategies. This includes areas that may cause the service to not be completed within budget, schedule, or in accordance with the scope of work and conditions described in the RFP. The risks may include both internal and external factors. The risks should be non-technical, but should also contain enough information to describe to an evaluator why the risk is valid. Explain, also in non-technical terms, how best to mitigate or avoid the risks, highlighting your unique methods or approaches.

The risk assessment plan must include the risks and mitigation for both the Software Product and System Implementer Offerors in the same response form.

Please note that your Risk Assessment cannot exceed three pages (excluding these instructions).

RISK ASSESSMENT

Risk 1: Critical – The product selected as the foundation is not specifically suited for use in the public sector. This leads to compromising functional requirements and excessive customizations diluting the value of the ERP and leading to increased risk for schedule slippage and cost overruns. In a Southern California school district, after a delayed rollout and cost overruns, the district concluded, "It can't be fixed. They need to change the system, dump... and come up with a system that deals with [public sector] payroll only."

Mitigation: Right product. Implement a solution that has been successfully implemented in over 190 states, state departments, municipalities, and other government organizations. Our product's native alignment to Alaska's requirements results in an 88% out-of-the-box fit. With our proposed value added services and BPR, we can achieve a 100% fit.

Risk 2: Critical – The vendor team lacks implementation knowledge and specifics on Alaska systems. Inexperienced staff underestimates complexities, and fails to understand the scope and breadth of critical system interfaces, resulting in poor project scheduling, resourcing and staffing estimates. In August 2010, a California Bay Area county was forced to "rip and replace" its ailing ERP system which after four years of implementation met only 50% of the functionality required. The county complaint stated the vendor used the project as a "trial and error" training ground for inexperienced staff.

Mitigation: Right Team. Our project team only implements our ERP product; each of our key project team members has successfully implemented our product in multiple states. Collectively, our team brings over 75+ years of field experience successfully implementing our product. Specifically, our project manager has implemented our product in 6 states. Our business/functional lead has also implemented our product in multiple states. Our DW/Reporting lead has extensive experience with other State of Alaska Departments the specific systems (AKSAS, AKPAY, WPA) that the new ERP is replacing, and Alaska's data warehouse and reporting solution (ALDER). Our project team, senior management, and system staff (which build and maintain our ERP product) bring Alaska a highly seasoned, proven team with a deep understanding of public sector ERP systems and direct Alaska experience.

Risk 3: Critical – Vendors without a standard methodology adapted specifically to the unique needs of Alaska will be unable to create and execute a realistic and achievable plan. The multi-phased implementation of an ERP is a complex undertaking requiring a comprehensive, proven approach to completing the project. This risk will result in key activities being omitted, an underestimate of the level of effort, and unrealistic time commitments for key State staff. The lack of a standard methodology tailored specifically to the needs of the State of Alaska will jeopardize project value, increase costs, and introduce unnecessary risk.

Mitigation: Right Methodology/Approach. Our estimates are based on factual historical metrics collected from over 190 implementations of our product in the state and local government space. For Alaska, we have crafted a comprehensive approach based on our in-depth understanding of the State's business environment, staff, and legacy systems. We validated our Alaska plan for completeness and accuracy against these historical metrics. We recognize that the implementation process is not a sprint and must make efficient use of resources over a period of years not weeks. Knowing state resources must continue supporting the business, legacy systems, and other time sensitive requests (e.g., implementing fund categories to meet GASB reporting requirements), our approach targets participation of state resources in a focused and balanced manner. This is the right approach to reduce the risk of schedule delays caused by unrealistic or uninformed expectations of state resource time and participation levels.

Risk 4: Critical – Attempting to integrate an ERP's standard reporting tool alongside or in place of ALDER increases implementation risk, reduces user efficiency, limits enterprise data access, increases maintenance and operations costs, and potentially jeopardize business continuity. As stated in the RFP, the new solution must be integrated with ALDER to support historical and current transactional reporting. ALDER is a complex and powerful reporting tool and integration is complex.

Mitigation: Right use of ALDER by integrating to the ERP solution. Instead of relegating ALDER to a historical only repository or replacing it, our solution is to utilize ALDER as the reporting tool for ERP. This fully leverages Alaska's investment and takes advantage of ALDER's widespread adoption. Data

from our ERP solution will be loaded into the ALDER database and historical and current financial transaction reporting is done through ALDER's Business Objects front end. This will provide a statewide view of financial, procurement, and human resources data. As a result, Alaska staff will require minimal training on the new reports, and have broader access to strategic ERP data. Our approach to ALDER as the reporting solution reduces license, maintenance and operating costs, while also reducing implementation risk and increasing user satisfaction and adoption of the new ERP system.

Risk 5: Severe – Not staffing for a multi-year project the size and complexity of Alaska ERP (which is more critical than for small, short duration, narrowly focused projects). Large, complex ERP projects require staff committed to the entire project lifecycle to avoid the risks associated with staff turnover – particularly of key senior staff. This turnover impacts timely and efficient decision making, compromises team collaboration, and impacts project schedule.

Mitigation: Right Staff Plan. We understand firsthand the unique challenges and costs of staffing a long-term project in Alaska with SMEs from other parts of the U.S. Climate, culture, and distance combine to create a unique set of project challenges in Alaska. We are committing one of our most seasoned, experienced, and dedicated project managers who has started and successfully finished all six of the previous ERP projects she has managed. Additionally our project manager will relocate to Juneau for the duration of the project to maximize time on-site, and to support effective collaboration with Alaska. Our functional/technical SMEs will work onsite for efficient collaboration and direct interaction with state staff. When appropriate, they will work remotely to minimize travel costs. We have successfully applied this same distributed project team structure on other complex Alaska projects. Additionally, we have added a top ranked local Alaska IT partner with state systems experience and resources on the ground in Juneau to augment our data conversion activities and local on-site presence.

Risk 6: Severe – The tight linkage between AKSAS and AKPAY raises the risk of failure when an existing linkage is replaced in Phase 1 with the new ERP financial module. As described in the 2006 Business Case, a natural disaster (or system failure) impacting AKSAS or AKPAY during the implementation of the ERP could significantly impact the project schedule, and potentially result in the state incurring significant costs due to the outage (e.g. Penalty Pay).

Mitigation: Right Specific Disaster Protection Planning. Having worked with many state clients with similar legacy systems, we have the expertise to assess potential failure points for uncommon natural disasters, and more common infrastructure, system, and configuration failures. In the pre-award planning phase, we will conduct a risk assessment of the AKSAS and AKPAY environments to identify potential failure points, then identify and implement risk mitigation strategies to guard against this risk.

Risk 7: Severe – The ERP is designed to serve a broad market audience. Products designed to support manufacturing, retail, and other commercial environments must consider the needs of all these industries when planning future enhancements. Alaska would compete for the limited R&D resources to maintain, sustain, and enhance the product, and be forced to develop workarounds to meet legislative mandates and federal directives.

Mitigation: Right Future. Every dollar we spend on R&D is focused on government best practices and requirements. Alaska will be nominated to our User Steering Committee, and will have a much stronger voice in defining the future direction of new ERP releases. Alaska benefits when enhancements to the baseline ERP are provided to all clients (e.g. to meet federal directives), and has the option to implement customizations into the Alaska codebase to accommodate state specific requirements.

Risk 8: Severe – Not having one primary responsible party. Solutions involving independent solution integrators and separate ERP software providers introduce multiple points of responsibility, clouding the resolution of issues encountered during implementation.

Mitigation: Right Combination. Our solution provides Alaska a single point of accountability for the project. Having this single point of accountability is a major factor in contributing to our 100% success rate of implementing government ERP solutions. The best mitigation is for the vendor to be the product owner/developer, product implementer, and maintenance provider with the expertise, knowledge, and resources. This eliminates delays in communications, accessing baseline code changes, resolving technical issues, and obtaining support that often arise between separate organizations.

Risk 9: Severe – A vendor approach that treats the implementation as three separate projects, each focusing on only one business area at a time. In a complex, multi-phase project, failing to clearly define the entire solution early may cause significant rework in later phases, and ultimately project failure.

Mitigation: Right Processes. Early in the project (Envision), we will create a comprehensive blueprint for the entire solution, encompassing all verified requirements, business processes, and systems affected. The blueprint provides a holistic view of the entire ERP solution, including the interface of legacy systems with the new ERP, and is used to verify that scope and objectives are met during each stage of the project. For example, the ASSET project's TimeLink system requires custom interfaces with AKSAS and AKPAY. The blueprint helps the State understand how those custom ASSET interfaces are impacted when AKSAS and AKPAY are replaced, and how we plan work to avoid major changes and disruptions later. Similarly, the blueprint helps Alaska identify other legacy systems and processes which may be affected, but to date may not have been contemplated.

Risk 10: Severe-The criticality of the tight link between AKSAS and AKPAY is not understood by the vendor. AKPAY passes personal service cost information to AKSAS. This information must continue to be exchanged during the time between retirement of AKSAS and retirement of AKPAY. Without this interface, personnel expenditure costs will not be available for reporting from ERP or ALDER.

Mitigation: Right Continuity. A current and working knowledge of the legacy systems will minimize this risk when used as input to the blueprint and interface design. As part of preparing our response, we assessed the effort for existing interfaces between AKPAY and AKSAS (e.g. labor distribution); AKPAY and ALDER (e.g. employee and position transactions); AKSAS and ALDER (e.g. structure, financial, reference transactions); AKSAS, AKPAY, and ASSET (labor, hours and leave); and the HR Indicative file while including them in our approach and plan.

Risk 11: Moderate – Software License Model constrains future growth and increases cost. The true total cost of ownership can be underestimated if the State has to undergo future “re-sizing” adjustments, audits from the software vendor, or expensive upgrades.

Mitigation: Right Licensing Model. We will issue the State an enterprise license for our ERP product with no restriction on the number of users or environments to be implemented. When the need arises to expand the usage of the ERP solution, Alaska will not have any additional base ERP product license costs.

Risk 12: Moderate – Unrealistic and excessive demands for State staff during implementation and post-implementation causes delays, impacts to solution quality, and impacts to support levels.

Vendors not familiar with the resource challenges present in state government often create project work plans based on faulty assumptions about the availability and capability of resources, assuming the State is able to divert key senior resources from their normal duties for extended periods of time. Additionally, these same vendors often create schedules with multiple large deliverables scheduled to be delivered at the same time or during peak work time, and with unrealistically short turn-around timeframes for approval.

Mitigation: Right Work Plan. Key state resources are highly leveraged on a day to day basis, and likely may have to perform their current job and support the project. Our approach will use their time in a targeted manner to review work products and desired process changes, and make decisions. To optimize their time, we will bring solutions rather than asking for lengthy explanations, and conduct walkthroughs with Alaska staff to make the review more efficient. Our existing, intimate knowledge of Alaska legacy systems and IT infrastructure will give us the ability to work independently with reduced guidance or training from State staff. In addition, our structured mentor training program will prepare the AKPAY and AKSAS maintenance and operations resources (Analyst Programmers, System Programmers, Database Specialists, Data Processing Managers, etc.) to transition to the new ERP solution with minimal impact to their time. Our approach gradually transitions responsibility for maintenance and operations as each person gains sufficient proficiency. Since we provide hosting and support for our ERP, our team is also available as needed to augment state support staff further minimizing risks.

EXHIBIT C3: VALUE ADDED OPTIONS

Identify any associated value added options that may benefit the State of Alaska. Outline additional product features and/or implementation services you may provide. All value added options must include an associated cost. **DO NOT** include value added options in your cost proposal. Prior to award, the State of Alaska will determine if the value added items will be accepted or rejected. Add additional items as necessary.

The value added options must include those for both the Software Product and System Implementer Offerors in the same response form.

Please note that your value added options response cannot exceed two pages (excluding these instructions).

VALUE ADDED

Item 1: Treasury Reciprocity Program (TRP) and Funding Potential

The TRP allows states to match vendor payments nationwide against Alaska debts. Vendor payments are offset and the funds are routed to Alaska for repayment. Three states, MD, NJ, and NY have collected over \$69M in payments. A present client with similar size and budget estimates over \$10M in debt collected from vendor payments. For Alaska, this includes the interface to submit and receive debt information with the U.S. Treasury, and to process offset payments in the ERP system. Alaska will realize payments in excess of \$3M annually, and will have a pay back of less than one year. During the pre-award phase, a benefit funding approach will be discussed to support the implementation of this item.

Cost: \$2,363,301

Item 2: Managed Services of the ERP Solution (Operations and Enhanced Maintenance).

This provides Alaska with a singular responsible contact for daily operation, issue resolution, version upgrades, Alaska specific configuration, and underlying 3rd-party software. Under an SLA, we proactively conduct performance tuning, capacity management and planning, identify future infrastructure needs as part of state planning cycles, and provide 24/7 production monitoring of the ERP system. We also provide management services for interfaces between the ERP and ALDER, ASSET, and ABS, and provide a 24/7 2nd level helpdesk. This service also provides Alaska with support for the State's disaster recovery system and three non-production systems (e.g. testing system). The benefits to Alaska include a singular point of contact and accountability for the entire ERP solution, enhanced business continuity, and 25% lower cost of ownership as a result of amortizing costs and deferring upfront expenditures. With this model, the application remains hosted within the State's data center with the State retaining control of the infrastructure and physical hardware. Collectively, this services model provides higher application stability, minimizes disruption of normal operations, and provides a level of services and support that is consistent with the critical needs of an ERP at a value-oriented price point.

Cost: Year 1 = \$1,858,170 and thereafter Years 2-9 = \$1,651,474 (Based on a 10-year term to be paid in annual installments at the beginning of each year).

Item 3: Enhanced "Strategic Fit" Customizations

We have identified 27 targeted customizations to our baseline ERP product, covering 84 requirements, that if implemented increase our out-of-the-box fit with Alaska requirements from 88% to 91%. These customizations will include asset management, overpayments, and leave, and will optimize the alignment and fit of our financial and payroll modules to the business needs required by Alaska.

Cost: \$2,488,231

Item 4: Advanced Performance Budgeting (APB)

The retirement of the Alaska Budget System (ABS) should be considered as part of the implementation of the ERP solution. We can replace ABS with our APB solution, providing Alaska with the functionality required for comprehensive budget planning and analysis that is fully integrated with the ERP solution. APB will also provide broader budget management capabilities than currently available with ABS. Alaska gains the value of fully integrated budget planning and forecasting within the ERP, and eliminates the interface between ABS and the AKSAS and AKPAY systems, and the interfaces between ABS and the new ERP solution. This provides the legislative budget planning process with real time analysis capabilities of budgeted positions, and actual personnel costs. It provides up to date forecasting and analysis of currently encumbered and expended amounts, and the ability to easily perform "what-if" budget creation and analysis during the time-critical May through Sept re-appropriation period. The State will be able to easily analyze position vacancy rates, turnover, retirement projections, and the resulting impact to the personal services budgets. Forty-six of our clients have earned the "Distinguished Budget Presentation Award" from the Government Finance Officers Association using our APB budgeting capabilities.

Cost: \$4,648,172 (This includes implementation services, license, and 10-year maintenance.)

Item 5: Grant Life Cycle Management (GLM) System

Each year Alaska departments receive and independently manage millions in grant funding. The lifecycle of a grant frequently spans multiple fiscal years and requires significant effort to track and administer successfully. Section 1512 of the American Recovery Reinvestment Act (ARRA 2009), instituted additional reporting requirements for federally funded grants that add to the overall burden. The GLM module provides Alaska with grant management capabilities ranging from identification and application, through award, execution, and closing phases. It also provides complete tracking and reporting of

disbursements, expenses, overhead and indirect costs, produces ARRA required reports, and interfaces with the cost accounting module of our ERP, and the federal reporting portal (Reporting.Gov). The GLM module allows Alaska to act as either grantee or grantor, and brings uniformity across departments, increases the visibility of grant opportunities, and maximizes grant utilization. Clients using GLM have realized increased grant funding and streamlined grant management.

Cost: \$655,173 (This includes implementation services, license, and 10-year maintenance.)

Item 6: Data Integrity

The success of data conversion, user acceptance testing (UAT), and overall implementation depend on the quality of legacy source data. Our expertise indicates that frequently states do not have the resources to maintain current operations, support the ERP implementation, and perform the analysis necessary to correct integrity issues prior to entering the critical UAT phase. To address this potential risk, we will provide Alaska experienced resources to research and correct integrity issues prior to the implementation of the ERP. Our knowledge of Alaska's legacy systems indicates that over the years, numerous software patches and "creative" use of data fields by end-users has introduced a number of data integrity issues. For example, the AKPAY and the WPA have an inter-system integrity issue with the job class code that identifies the position. The WPA system also employs a de-normalized database design and allows free form entry on key identifiers, such as the range and step of the recruitment. The Vendor file for AKSAS contains duplicative vendors and mistyped data elements, such as the city name where variations of the spelling of Juneau and other cities exist. With this value add service, Alaska will minimize implementation risk, and maximize the value of the ERP by resolving key integrity issues prior to implementation. The modest amount of effort required to resolve the integrity issues as part of the data conversion will mitigate many downstream risks and issues. This cost only applies to the identified systems being replaced by this base ERP implementation.

Cost: \$421,770

Item 7: Expanded Analytics and Forecasting

Commissioners and administrators are tasked by the Governor's Office and Legislature to generate detailed analytical information, trending and forecasting data, often with short turnaround expectations. Our solution will use ALDER as the reporting engine, fully integrating the ERP data with historical information contained in the ALDER data warehouse to support statewide reporting. With this option, we can further extend ALDER's capabilities by adding additional advanced analytics and forecasting functionality to support predictive modeling from historical trends, current conditions, and what-if scenarios. With advanced analytics, departments will easily identify and compare historical service budgets against actual expenditures, identify amounts unexpended due to position vacancies, analyze vacancy trends due to turnover and retirement, and model predictions for upcoming fiscal years based on currently budgeted positions and incumbent range and step. This cost includes the addition of 3 ETLs and 5 additional reports.

Cost: \$94,476

Item 8: Common 3rd Party Add Ons

There are a small number of Debt and Treasury and Learning Management requirements our baseline solution does not support. If these requirements are critical to the State, we have an established relationship with 3rd party providers that can deliver the required functionality. We have implemented and fully integrated these third party products for numerous other clients with a proven history of success. Alaska presently manages billions in short and long term debt and bonds. SymPro Debt and Treasury Management provides the State with a tool to efficiently manage debt service, redemptions, service providers, compliance, and reporting required for issuers of private debt and publicly traded bonds. With Debt and Treasury Management, issuers have a tool to create a comprehensive and user-friendly library of information on all outstanding obligations. Our 3rd party Learning Management System (LMS) provides Alaska with a robust education management system for all ERP modules. LMS includes creating and managing courses, enrolling participants, conducting training, collecting feedback, and managing educational material for directed (instructor led) and self-directed (participant managed) training. State staff can create individual profiles used to provide access to training and educational material, and to collect and store information related to the training modules.

Cost: SymPro Debt and Treasury \$555,210; LMS \$877,727 (Both include implementation services, license, and 10-year maintenance.)

ATTACHMENT D STRATEGIC FIT CONSIDERATIONS

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EXHIBIT D1: IMPLEMENTATION TEAM AND KEY STAFF

Complete this form to identify proposed project staff, including subcontractor(s) and joint venture staff that will be assigned to the Offeror's implementation team. Include additional lines as necessary. Indicate the time each staff member will be dedicated to the project and each member's years of implementing the proposed software. Also, identify key staff members, including – at a minimum – the proposed project manager, technical lead, functional leads, process reengineering lead, as well as other staff members with substantial hours on the project. For each key staff member, complete the table "Key Staff Background and Information" on the following page.

We understand it can be difficult to accurately predict project staffing at this stage. However, we expect Offerors to commit staff designated as "key staff" to the project.

PROPOSED IMPLEMENTATION TEAM

* Name	* Employer	Current job title	Proposed project role	Total project hours	Total hours on site	Number of years with proposed product	Key staff? (Y/N)
Greg Witte	CGI	Business Development Director	Project Director	1,058	212	2	N
Robin Milne	CGI	Director of Consulting	Project Manager	6,804	5,783	20	Y
Chaille Manis	CGI	Executive Consultant	BPR Lead and Training Lead	6,636	4,977	12	Y
Michael Muldrow	CGI	Director of Consulting	Technical Lead	6,384	4,788	20	Y
Steve Arrants	CGI	Director of Consulting	Finance/ Procurement Functional Lead	4,116	3,087	17	Y
Jeff Robinson	CGI	Director of Consulting	Enterprise Data Architect	6,720	4,032	15	N
TBD	CGI	Project Manager	PMO Support	6,300	6,300	0-3	N
TBD	CGI	Database Administrator	Technical DBA	6,300	6,300	3-5	N
TBD	CGI	Senior Consultant	Software Installer	6,300	4,725	3-5	N
TBD	CGI	Consultant	Finance/ Procurement Business Analyst	18,228	10,937	0-3	N

TBD	CGI	Senior Consultant	Sr. Finance/ Procurement Business Analyst	3,780	2,268	3-5	N
TBD	CGI	Consultant	Finance/ Procurement Technical Analyst	11,167	6,700	0-3	N
TBD	CGI	Senior Consultant	Sr. Finance/ Procurement Technical Analyst	6,888	4,123	3-5	N
TBD	CGI	Director of Consulting	HRM Lead	4,032	3,024	5-7	N
TBD	CGI	Consultant	HRM Technical Analyst	7,728	4,637	3-5	N
TBD	CGI	Consultant	HRM Business Analyst	10,080	6,048	0-3	N
TBD	CGI	Senior Consultant	Sr. HRM Technical Analyst	6,048	3,629	3-5	N
TBD	CGI	Senior Consultant	Sr. HRM Business Consultant	4,032	2,419	3-5	N
TBD	RDI	Business Analyst	Business Analyst	840	840	0-3	N
TBD	RDI	Technical Analyst	Technical Analyst	13,944	13,944	0-3	N
TBD	CGI	Warranty Services	Warrant Services	4,032	3,225	3-7	N

*** Information contained in these columns will not be provided to the PEC during evaluation.
 KEY STAFF BACKGROUND INFORMATION**

Complete the following table for each of the key proposed staff identified in the previous table. The individuals listed below shall be the individuals assigned to this project for the total duration of the project. These individuals cannot be replaced unless the State of Alaska provides approval. Create additional copies of this table as necessary. There is no page limit for completing these tables. This form must be completed as-is – standard resumes are not acceptable – however resumes for specific staff may be requested as a part of contract negotiations. At a minimum, you should provide information for the proposed project manager, technical lead, functional leads, process reengineering lead, as well as other staff members with substantial hours on the project

* Staff member name	Robin Milne
* Employer name	CGI Technologies and Solutions Inc.
Position in the company	Director of Consulting
Length of time in position	13 years
Length of time at company	20 years
Project position and responsibilities	<p>Project Manager</p> <p>The Project Manager will be dedicated full-time for the duration of the ERP solution design, development and implementation and will be responsible for ensuring the project receives full corporate support, commitment, and oversight to meet all its contractual requirements. The Project Manager will provide on-site, day-to-day direction to the project effort to ensure staffing and other resource needs are met as required and to maintain accountability for project performance. The Project Manager will be responsible for managing contractual relationships and agreements, on-going risk management, communications for reporting, coordinating issue management with executive staff, and managing fiscal reporting.</p> <p>The Project Manager will also be responsible for providing quality assurance oversight on the overall ERP solution design and implementation and to expedite the discussion and resolution of architectural issues. The Project Manager will share their knowledge and experience gained on prior implementations by participating in system requirement definition and design meetings and providing input to process re-engineering activities.</p>
Education and certifications	<p>Bachelor of Arts - Business Administration - Eastern Washington University</p> <p>MBA - Business Administration - William Woods University</p> <p>Large Project Management Certificate</p> <p>ISO9001 Certified, Sarbanes-Oxley Trained</p>

Technical skills and qualifications for the project position	<p>Our Project Manager has extensive experience in project management for large complex implementations of administrative systems and improved business processes for state government entities, which include financial contracts in excess of \$60M and staff of over 150. Our Project Manager has successfully implemented 6 statewide ERP solutions for various government clients to improve financial, budgeting, purchasing, payroll, personnel, and revenue collection systems.</p> <p>Our Project Manager has been responsible for managing requirements definitions, controlling scope, managing risks, coordinating client support, and the overall work planning and monitoring needed to successfully implement large complex system implementations. Our Project Manager has key expertise in facilitating and directing the system design, development, and implementation activities, including overall responsibility for the business design and architecture of the ERP solution. Her expertise includes hands-on experience addressing State business issues and processes including new mandated policies, like GASB 34, Governmental Accounting and Budgeting Standards, Generally Accepted Accounting Principles, Purchasing Policies, Fixed Assets including GASB 34 regulations.</p> <p>Technical Skills: Languages: COBOL, Basic, Pascal, C, XML, JAVA, J2EE Software: Harvard Graphics, Drawing Gallery, Business Objects, Crystal Reporting, MS Reporting Services, Adobe Forms Operating Environments: DB2, UNIX, MS SQL, Oracle, MVS, CICS, Websphere, Weblogic</p>
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* Information contained in these fields will not be provided to the PEC during evaluation.

* Staff member name	Chaille Manis
* Employer name	CGI Technologies and Solutions Inc.
Position in the company	Executive Consultant
Length of time in position	12 Years
Length of time at company	12 Years
Project position and responsibilities	<p>Business Process Reengineering Lead and Training Lead Our project staffing approach combines the overall responsibility of the Business Process Reengineering Lead and Training Lead under one individual. This approach supports a smooth transition from helping our clients identify business process improvements to supporting the change management efforts to implement the process improvements and designing the training for the end users.</p> <p>The Business Process Reengineering (BPR) Lead will be responsible for managing and leading the review and documentation of the “As-Is” business processes, the identification and evaluation of process improvement alternatives, and the development of business process improvement recommendations. The BPR Lead will also be responsible for the documentation of the “To-Be” business processes for the proposed solution, and the impact these new business processes will have on the software, State staffing, policy, procedures, and other aspects of the overall ERP solution. The BPR Lead will be responsible for the development and delivery of the Business Process Modification Recommendations deliverable.</p> <p>The Training Lead will be responsible for managing and providing guidance to the Training Team to plan and conduct both technical and functional training for the project team members; conduct the overall end user training needs assessment; develop the overall Training Plan for each project phase; develop training materials to include training manuals and hands on exercises; develop and conduct the Train the Trainer sessions; and plan and conduct knowledge transfer activities to the State’s staff.</p>
Education and certifications	Bachelor of Science Degree – Business Administration – California Coast University Organizational Development/Change Management Certification – Georgetown University Project Management Professional Certification – Project Management Institute

Technical skills and qualifications for the project position	<p>Our Business Process Reengineering Lead and Training Lead has spent 33 years working directly with federal, state, and local government clients and understands the unique aspects of government versus private sector organizations. She has previously worked with 15 state and local government entities on business process redesign and improvement efforts associated with statewide financial, tax and revenue, talent management, and receivables management system implementations. Our BPR Lead brings to the project the knowledge of proposed software functionality as well as business reengineering and process improvement principles coupled with project management, leadership, and negotiation skills. All of which will be necessary to help the State design their future business processes and to obtain concurrence for enterprise wide business process changes and improvements across multiple departments which may have conflicting interests.</p> <p>Our BPR Lead and Training Lead qualifications include prior experience working with 8 State and local government entities to lead and conduct BPR and Training activities associated with system implementations including the proposed software. She has successfully utilized the BPR and Training approach proposed for the State for a statewide financial system implementation which included the development and delivery of training to 15,000 students across multiple functional training sessions and across multiple physical locations some of which included remote locations with only 56kb internet access. Our Training and BPR Lead also holds an Organizational Development / Change Management Certification from Georgetown University.</p>
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* Information contained in these fields will not be provided to the PEC during evaluation.

* Staff member name	Stephen Arrants
* Employer name	CGI Technologies and Solutions Inc.
Position in the company	Director of Consulting Services
Length of time in position	12 years
Length of time at company	17 years
Project position and responsibilities	<p>Finance/Procurement Functional Lead</p> <p>The Finance/Procurement Functional Lead will be dedicated full-time for the duration of the ERP solution design, development and implementation. The Finance/Procurement Functional Lead will be responsible for managing and actively participating in the requirements validation, the development of the Fit-Gap Analysis for the overall ERP solution, system configuration for each implementation phase, and the detailed designs for data conversion, reports and interfaces in the financial and procurement areas. The Finance/Procurement Functional Lead will also be responsible for providing input to the overall risk management process, identification and resolution of issues, and quality assurance oversight of project deliverables.</p>
Education and certifications	<p>Bachelor of Science Degree - Finance - East Tennessee State University</p> <p>Project Management Professional Certification - Project Management Institute</p> <p>E-commerce for Managers Certification - Carnegie Mellon University</p> <p>Internal Corporate Training:</p> <ul style="list-style-type: none"> • Engagement Management • Leadership Challenge • Contract Law <p>IBM Corporation:</p> <ul style="list-style-type: none"> • VM System Administration • SQL/DS System Administration • VSE System Administration

Technical skills and qualifications for the project position	<p>Our Finance/Procurement Functional Lead has over 28 years of public sector experience, which includes 11 years in Information Technology management positions within North Carolina state and local government entities. While working with the 10th largest county within North Carolina, our Finance/Procurement Functional Lead implemented the then current version of our proposed ERP solution and has direct experience from the client perspective.</p> <p>Since joining our firm, our Finance/Procurement Functional Lead has worked with public sector clients including cities, counties, school districts and 7 state governments to architect business and functional solutions using our proposed ERP software products. He possesses key expertise in Governmental Accounting and Budgeting Standards, Generally Accepted Accounting Principles, Purchasing and e-procurement, Fixed Assets, Inventory Management, Grants and Project Accounting and Reimbursement Billing, and Cost Accounting including Cost Allocations.</p> <p>Technical Skills: Languages: COBOL, JCL, SQL Software: Business Objects, Crystal Reporting, Adobe Forms Operating Environments: Windows, UNIX, MVS, VSE, CICS, WebSphere, DB2, Oracle</p>
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*** Information contained in these fields will not be provided to the PEC during evaluation.**

* Staff member name	Michael Muldrow
* Employer name	CGI Technologies and Solutions Inc.
Position in the company	Director of Consulting
Length of time in position	20 years
Length of time at company	20+ years
Project position and responsibilities	<p>Technical Lead</p> <p>The Technical Lead will be dedicated full-time for the duration of the ERP solution design, development and implementation and will be responsible for managing and providing quality assurance to the technical aspects of the overall project. He will be responsible for the architecture and design of the overall ERP solution and for ensuring the solution tightly integrates with the State's infrastructure and complies with State policies.</p> <p>The Technical Lead will manage and direct the day-to-day activities of the technical teams, including the Interface and Conversion teams, and will coordinate tasks with the State's technical counterpart. The Technical Lead will be responsible for the planning, installation, configuration and customization of hardware and software components; configuration management activities; and the planning and execution of performance testing. The Technical Lead will also be responsible for managing and coordinating issue resolution support for the project's functional teams; and the receipt, installation and promotion of software patches. The Technical Lead will be responsible for managing the design, development, testing and delivery of interface and conversion programs.</p>
Education and certifications	<p>Business Administration coursework – University of Phoenix</p> <p>VMware Sales Professional 4 Certification</p> <p>Infrastructure Virtualization Sales Accreditation 4 Certification</p>

Technical skills and qualifications for the project position	<p>Our Technical Lead has over 30 years of public and private sector information technology experience with responsibilities ranging from direct data center management and network operations to technical management oversight of large ERP implementations. Our Technical Lead's prior experience includes the design and implementation of enterprise-wide solutions for 8 large government clients, managing teams of up 75+ members. This experience includes designing and managing the construction of mission critical business solutions capable of meeting stringent availability requirements and the support of nation-wide user bases.</p> <p>Working with public section clients, our Technical Lead has been responsible for ERP solution design and architecture, hardware and software specifications, acquisition, installation and configuration of ERP solution components.</p> <p>Technical Skills: Software: Oracle Database, IBM DB2, WebSphere Pervasive Data Integrator (PDI), Business Objects, BO Crystal Reports, Adobe Forms, LDAP, WebSphere MQ Series, SilkPerformer, Symantec system management tools, Rational ClearCase/ClearQuest Hardware: IBM Power5 family, Dell / HP / IBM x86 Intel, Cisco enterprise routers/switches, IBM mainframe (30xx – System z9), EMC SAN Languages: COBOL, XML, JAVA, J2EE Operating Environments: z/OS, MVS, AIX, Linux, Windows, Cisco</p>
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* Information contained in these fields will not be provided to the PEC during evaluation.

* Staff member name	Jeff Robinson
* Employer name	CGI Technologies and Solutions Inc.
Position in the company	Director of Consulting
Length of time in position	10 years
Length of time at company	15 years
Project position and responsibilities	<p>Enterprise Data Architect</p> <p>The Enterprise Data Architect will serve as the primary data architect that uses his Alaska knowledge to manage the movement of data throughout the solution implementation. This will specifically include a quality assurance role for interface and conversion development. In addition, he will lead the data warehouse and reporting activities throughout the project.</p> <p>He will be responsible for managing and providing direction to the design and specifications for the data warehouse infrastructure, developing the architecture for the data warehouse schemas including the ETL processes. This includes responsibility for the integration on the financial, payroll, and HRM information from the ERP into the existing ALDER data warehouse schema and functionality. He will also be responsible for the design and implementation of the business recovery and disaster recovery strategy for the data warehouse and will work closely with the State technical resources to ensure compliance with State standards and data security policies.</p> <p>In addition, he will manage and direct the day-to-day activities of the reports design, development, testing, and implementation activities that include responsibility for the identification and capture of business intelligence and data requirements and the development of the business intelligence strategy and specifications.</p>
Education and certifications	<p>Bachelor of Science - Computer Science - Alameda University</p> <p>Technical Architect Certification</p>

Technical skills and qualifications for the project position	Technical Skills: Software: Business Objects Xlr2, Web Intelligence, Universe Designer Operating Platforms: Windows, IBM MVS, VSE Database Platforms: Oracle, Microsoft SQL Server, Sybase, IBM DB2, Adabase/Natural Languages: Microsoft Visual Basic, C#, C++, IBM Cobol II, Python
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* Information contained in these fields will not be provided to the PEC during evaluation.

EXHIBIT D2: SAMPLE SYSTEM CONFIGURATION DOCUMENT

Attach a sample system configuration document, which will demonstrate your approach to business process analysis, configuration design, and system configuration/tailoring. The sample does not have to be a complete document. An excerpt sufficient to demonstrate the typical contents, quality, and detail of your proposed deliverable will suffice. Note that simply reproducing the table of contents will not be considered an acceptable sample document.

In order to minimize any bias, this document **must NOT** contain any names that can be used to identify the Offeror (company name, personnel names, past project names, product names or any other identifying information).

Please note that your Sample System Configuration Document cannot exceed three pages (excluding these instructions).

1 SCOPE

<This section describes the purpose and/or charter of the System Configuration Report. The scope of the System Configuration Report is derived from the baseline requirements in the RFP. This section documents in detail what the deliverable will and will **not** include and at what level of detail and identifies the intended audience. If the document assumes a specific knowledge level, the key concepts that must be understood are identified.>

2 OVERVIEW OF FEATURES

<This section describes the overall functionality and basic concepts offered in the solution.>

3 BUSINESS PROCESS REQUIREMENTS

<This section lists all the requirements that relate to this business area.>

Req ID	Requirement description	Category	Sub-Category	Source	Business Scenario

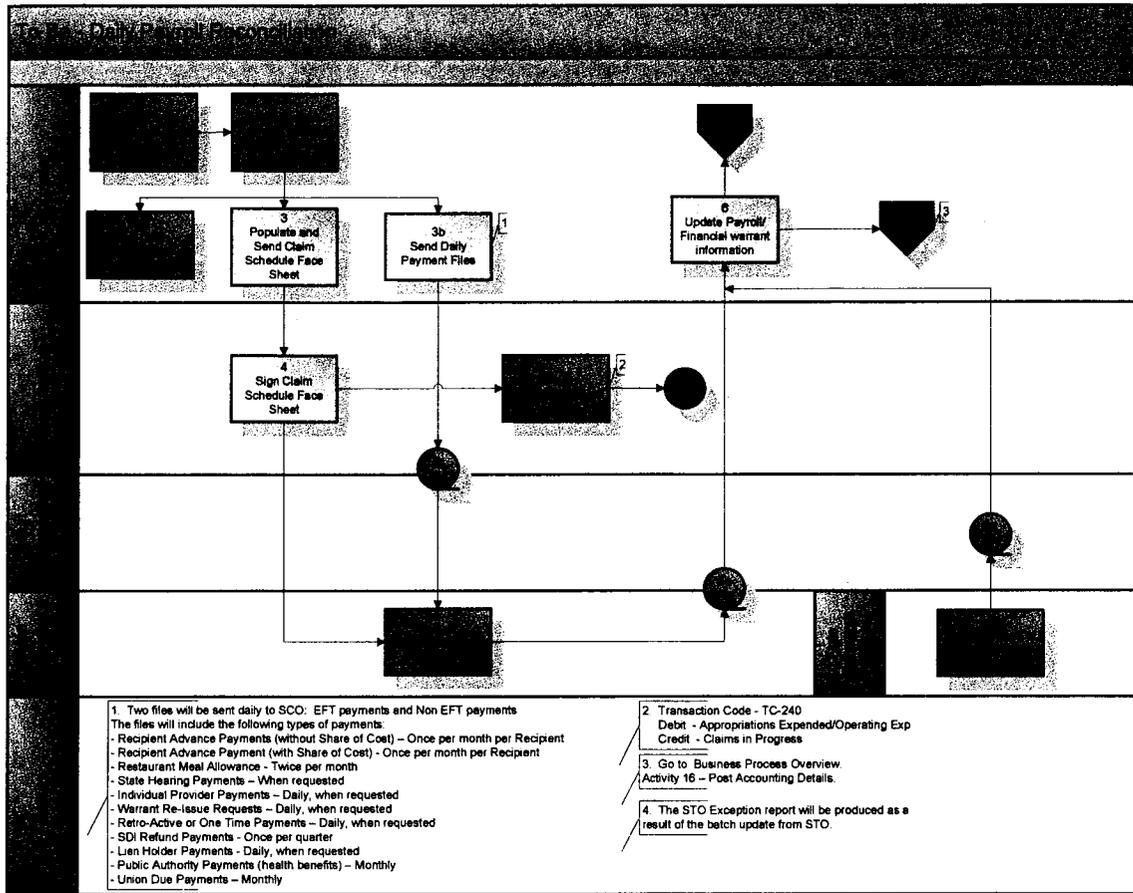
4 OVERVIEW OF BUSINESS AREA

<This section describes the overall business area and will list all the business processes (scenarios) to be covered in this document. This section includes an overall swim lane diagram to illustrate the business process and the impact to stakeholders.>

4.1 SCENARIO 1: DAILY PAYROLL RECONCILIATION

The system will process the provider timesheets in the nightly cycle. Resulting from the daily payroll run, the system will generate Daily Payment Voucher reports to be sent to the Accounting Department and to be posted to On-line reports. These reports will contain detail and summary totals for all programs. (Accounting will use the Daily Payment Voucher Report to generate the entry to be posted to the central system).

The system will produce the Daily Claim Schedule Transmittal Report. The Contractor will use the totals on this report to complete the Claim Schedule Face Sheet, which will be sent to Accounting. Accounting will sign the Claim Schedule Face Sheet and send to State Controller's Office (SCO). SCO will use the Claim Schedule Face Sheet together with the Daily Payment file sent to generate the provider and vendor warrants (both EFT and non EFT).



4.1.1 Required Table Setup

<This section identifies any required table setup including the source of the data.>

Table	Field	Value	Source	Comments
73	System Date to Begin Processing	01/21/2010	Data Entry	Required. The system date that the client wants to display

4.1.2 Required Transaction Processing

<This section describes the detailed transaction processing required for the business process.>

Transaction	Field	Value	Source	Comments

4.1.3 Processing Steps

<This section describes the specific steps required to start and end the business process including supporting diagrams, screen shots, etc.>

Step	Role	Description

5 DECISION AND RECOMMENDATIONS

<This section describes any decisions and recommendations that need to be documented including the logic behind the decision.>

6 SYSTEM IMPACTS

<This section describes the specific system impacts to other applications, such as Financial or Case Management.>

7 BUSINESS PROCESS CHANGE AND/OR IMPROVEMENT

<This section identifies at a high level the business process changes or improvements identified during the business process analysis.>

8 MODIFICATIONS

<This section provides the traceability from the requirements to the business area and the details on how each requirement will be satisfied including any required modifications.>

Business Area	Req. #	GAP (Y/N)	Baseline Functionality or Modification

9 REPORTS & FORMS

<This section identifies the reports and forms identified during the business process analysis.>

10 INTERFACE IMPACTS

<This section identifies any interface impacts identified during the business process analysis.>

11 CONVERSION IMPACTS

<This section identifies any conversion considerations identified during the business process analysis.>

12 OUTSTANDING ISSUES

<This section identifies any outstanding issues identified during the business process analysis including existing requirements that may need to be revised or clarified for unambiguous interpretation, additional requirements identified during work sessions, and potential business process changes or improvements identified.>

Date	Status	Issue Description	Resolution / Comments

EXHIBIT D3: EXCEPTIONS TO TERMS AND CONDITIONS

Describe any specific exceptions to the terms and conditions set forth in the Standard Implementation Services Agreement (Attachment G) or the Standard Licensing and Maintenance Agreement (Attachment H) included in the RFP. Identify the section where the applicable terms and/or conditions are located and provide proposed alternative language. The State's standard agreements will be used for the resulting contract from this RFP and objections to these terms will be evaluated and scored. Wholesale repudiation of the State's terms and conditions will result in an Offeror's proposal being deemed non-responsive under Section 1.11 Right of Rejection.

The Offeror has reviewed the terms and conditions contained in the Standard Implementation Services Agreement (Attachment G) and the Standard Licensing and Maintenance Agreement (Attachment H) included in the RFP and as requested in this Section D.3 is providing the following exceptions and proposed changes to language contained in these two Attachments for the State to consider. In addition to the comments below, the Offeror expects that any resultant contract would include a mutually agreed upon force majeure provision as well as standard non-waiver and integration clauses.

Attachment G – Standard Implementation Services Agreement

- **Article 5, Termination.** The Offeror requests that the provision in Section 5 be modified to distinguish between a termination for convenience and a default termination. In addition, the Offeror requests that any notice of termination for the convenience of the State be provided with a notice period not less than thirty (30) days. This notice affords the Contractor the opportunity to orderly conclude any work in progress, transition services to the State and to plan for staffing reassignments for those Contractor staff affected by the termination. Under a termination for default, the Offeror requests that this provision be made mutual and that the parties be afforded a reasonable opportunity to cure the breach so that the project may proceed as originally intended. The Offeror's specific changes to this section are as set forth below:

"The Project Director, by written notice provided at least thirty (30) days in advance, may terminate this contract Agreement, in whole or in part, for convenience when it is in the best interest of the State. If either party has materially failed to perform a fundamental obligation hereunder (a "Breach"), then the non breaching party shall provide written notice directed to the breaching party describing the alleged Breach in reasonable detail. If the breaching party does not, within thirty (30) days after receiving such written notice, either (i) cure the Breach or (ii) if the Breach is not one that can reasonably be cured within thirty (30) days, develop a plan to cure the Breach and diligently proceed according to the plan until the Breach has been cured, then the non breaching may terminate this Agreement in whole or in part for default by providing written notice to the breaching party. The State is liable only for payment in accordance with the payment provisions of this contract Agreement for services rendered before the effective date of termination. If the State terminates for convenience, the State will not be able to recover fees paid for professional services rendered."

- **Article 10, Ownership of Documents.** In order for us to best serve our clients, we routinely require joint ownership of the modifications made to deliverables associated with our proprietary ERP software. The benefit to our clients in sharing ownership is focused on our ability to incorporate certain modifications into our baseline product, thus eliminating or reducing the need for the client to enter into a custom maintenance agreement to maintain such modifications and enhancements. Our specific changes to this section are as set forth below:

"Excluding Licensed Software, all designs, drawings, specifications, notes, artwork, and other work developed in the performance of this Agreement are produced for hire and remain the sole property shall be jointly owned by Contractor and of the State of Alaska and may be used by the State for any other purpose without additional compensation to the Contractor without any obligation of accounting. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after final payment under this contract Agreement, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the Contractor may retain copies of all the materials."

- **Article 1 of Appendix B, Indemnification.** In order to balance corporate risk within a pricing structure that is competitive for its clients, we routinely limit indemnification under client agreements to certain industry standard categories of claims. Specifically, we indemnify our clients for third party claims arising from personal injury, property damages and intellectual property infringement. Similarly, we require that such indemnification be subject to industry standard procedures related to notification, cooperation and control of the defense and settlement related to claims whereby we must indemnify its clients. Consequently, we are requesting the following changes and additional language for inclusion in a resultant contract:

"The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any third party claims of personal injury or damage to tangible personal property damage arising from ~~of, or liability for error, omission or a negligent act or omission~~ of the Contractor under this aAgreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligence ~~et error or omission~~ of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work."

New language to address Intellectual Property Indemnification:

"If a third party brings an action against the State making allegations that, if true, would constitute a breach of the warranty in Section G.4 of Appendix C, then Contractor will, at its own expense and subject to the indemnification procedures set forth herein, defend, indemnify and hold the State harmless in such proceeding, and Contractor will pay all settlements, costs, damages and legal fees finally awarded. If such a proceeding is brought or appears to Contractor to be likely to be brought, Contractor may, at its sole option and expense, either obtain the right for the State to continue using the allegedly infringing item(s) or replace or modify the item(s) to resolve such proceeding. If Contractor finds that neither of these alternatives is available to it on commercially reasonable terms, Contractor may require the State to return the allegedly infringing item(s), in which case the State will receive a refund of the amounts paid by it for the returned item(s), less a reasonable adjustment for depreciation of the returned item(s). This Article 1 states Contractor's entire obligation to the State and the State's exclusive remedy with respect to any claim of infringement and is in lieu of any implied warranties of non-infringement or non-interference with use and enjoyment of information."

New language to address Indemnification Procedures:

“Contractor’s indemnification obligations specified in this Agreement are conditioned upon the State promptly notifying Contractor in writing of the proceeding, providing Contractor a copy of all notices received by the State with respect to the proceeding, cooperating with Contractor in defending or settling the proceeding, and allowing Contractor to control the defense and settlement of the proceeding, including the selection of attorneys. The State may observe the proceeding and confer with Contractor at its own expense.”

- **Section B of Appendix C, Definition of Terms**

B.10. “Malfunction” means a defect of the Licensed Software that degrades its use. ~~Three~~Four levels of Malfunction classifications (Type A, Type B, ~~and Type C and~~ Type D) are defined as follows:

Type A Malfunction – A problem causing critical impact to the State’s business operation, and no workaround is immediately available. Work begins upon notification and continues until resolved. This is an error, bug, or discrepancy that delays or inhibits the primary functionality of the Licensed Software or a Malfunction that has the potential to corrupt Licensed Software data.

Type B Malfunction – A problem causing significant impact to the State’s business operation, and the workaround is unacceptable on a long-term basis. Work begins after Type A Malfunctions are resolved. This is a defect of the Licensed Software that degrades its use, including defects that cause the software to produce incorrect results.

Type C Malfunction – A problem that impairs some functionality, but a practical workaround exists. If resolution requires a software correction, fixed in next major release if reported prior to release cut-off date. This is a defect that causes only minor impact on the use of the Licensed Software. This includes all Malfunctions that are not considered Type A or Type B.

Type D Malfunction – A problem that does not affect any production functions of the Licensed Software. A software defect exists but does not impede any functionality. Fixed in a future release.

B.11. “Material Malfunction” means ~~an error, bug, or discrepancy that delays or inhibits the primary functionality of the Licensed Software or a Malfunction that has the potential to corrupt software data; Type A Malfunctions or also an accumulation of non-material Malfunctions that, considered together, satisfies the standard for materiality. Includes all Type A Malfunctions as defined in Appendix F to the separate Licensing and Maintenance Contract between the Contractor and the State.~~

B.16. “Services Warranty Period” means the twelve-month period ~~following~~during which the Contractor is providing Stabilization Services (Deliverable 27) Software Final Acceptance provided that no Type A or B Malfunction has affected the operation of the software for the final 90 days of this period. If a Type A or B Malfunction occurs in the last 90 days, the warranty period is extended to achieve a 90-day warranty period free of material defects.

- **Section D of Appendix C, Staffing.** The Offeror requests that any State approvals of requested changes to key staff will not be unreasonably withheld. In addition, the Offeror respectfully requests that the State recognize that while contractors are not in a

position to "guarantee" their subcontractors performance, it is reasonable that the State request that Contractors be fully responsible for such performance as if the subcontracted services were being performed by the Contractor itself. The Offeror requests that the State remove the restriction on Contractor's including a surcharge on Subcontractor fees due to the administrative activities necessary to effectively manage the subcontractor's performance, processing their expenses and invoices etc. With respect to background checks and due to the extreme sensitivity associated with the results of a such checks, the Offeror suggests that the State alleviate itself of the liability associated with being privy to such highly confidential information and only require that the Contractor provide evidence of a pass/fail rating. Finally, the Offeror requests that with respect to rejection of staff for failure to meet standards, the Offeror requests that such standards be limited to those reasonably known to Contractor. Specific changes reflecting the positions discussed herein are set forth below:

Key Consultant; Subcontracting:

- Add the following sentence at the end of subsection D.a: "Consent to such requests will not be unreasonably withheld."
- Change D.c.(i) as follows: "Contractor guarantees-is responsible for the subcontractor performance as if such Services were being performed by Contractor."
- Delete the last sentence of D.c "Contractor may not impose on State a surcharge for any Subcontractor fees."
- Modify the last sentence of subsection D.d as follows: "Contractor will only assign staff to the project that have passed such checks and the results "Passed" status of the background checks will be reported to the State project manager before staff begins work on the project."

Right of State to Reject Employees or Subcontractors

Modify this section as follows: "The State shall have the right to reject any of Contractor's employees or subcontractors whose qualifications or performance in the State's good faith and reasonable judgment do not meet the standards established by the State which are set forth herein or otherwise provided in writing in advance to Contractor and which are-as-necessary for the performance of the Services, provided that such rejection does not violate any applicable law or government regulation."

• **Section E of Appendix C to Attachment G. Contractor Deliverables**

Performance of Services

"Contractor shall use its-bestcommercially reasonable efforts to cooperate with State personnel and any other third parties that State hires to perform work related to the Services."

Acceptance of Services

Change the second bullet to read as follows:

"Address all components required by the Agreement and the requirements for that Deliverable, and any areas identified subsequently through meeting and planning sessions which are mutually agreed upon and documented by the parties in writing;"

Notice of Deficiency. Acceptance should not be delayed due to minor deficiencies which would otherwise hold up the State's progress in implementing a new ERP system. The Offeror believes that acceptance should only be delayed for material deficiencies which would keep the system or its individual parts from working in a production environment. Therefore, the Offeror has proposed the following changes to establish a reasonable definition for "deficiency" which keeps in mind the ultimate goal of the State – to implement a functioning ERP system. Minor deficiencies can be

handled post acceptance as part of the warranty program.

"The State project manager will provide written Acceptance for Deliverables within the time period specified below for each Deliverable, if they meet the Acceptance Criteria and have 1) no substantive deficiencies if the Deliverable is a written Deliverable or 2) in the case of a software Deliverable, no reproducible condition that prevents the software Deliverable from performing the functions described in its specifications such that the software Deliverable does not operate or cannot be used in a production environment (in both case, deficiencies as defined forth in herein shall be a "Deficiency"). However, if a ~~d~~Deficiency is found, the State shall give Contractor notice of its non-Acceptance, with such notice delineating such substantive Deficiencies found as the basis for the State's decision.

Upon notice of deliverable ~~d~~Deficiency, the Contractor shall within the time period specified below for each Deliverable: 1) correct the Deficiencies and resubmit the deliverable for Acceptance; 2) submit a written detailed explanation describing precisely how the Deliverable adheres to and satisfies all applicable requirements, and/or 3) submit a proposed corrective action plan to address the specific inadequacies in the Deliverable.

Rejection of a Deliverable by the State does not allow for slippage of the schedule regarding subsequent Deliverables or Services. After the Contractor has corrected such noted Deficiencies, the State shall determine whether the ~~Deliverable or Service meets the Acceptance Criteria without deficiencies~~ such Deficiencies have been corrected and shall either give its Acceptance or not accept it in writing following such review. The Contractor shall continue to correct the Deliverable until Acceptance occurs or the State terminates the Agreement."

Effect of Acceptance. To facilitate progress under the Contract, the State's acceptance of a Deliverable must be meaningful (i.e. confirming that the Deliverable meets its agreed upon Specifications and the applicable Acceptance Criteria). Neither party benefits from a cursory or high level review of those Deliverables on which future progress is built. It is in the interest of both parties that the State provides thorough review and consideration of submitted Deliverables to ensure that the project is proceeding as anticipated on a track to meeting the State's intended goals.

"Acceptance of a Deliverable by the State indicates ~~only~~ that the State has reviewed the Deliverable and ~~detected no deficiencies at the time of that review~~ confirmed that it meets its applicable - Acceptance Criteria. ~~of a Deliverable does not waive or lessen any Agreement requirements or the Contractor's obligation to meet all Agreement requirements and correct any later discovered deficiencies. Contractor shall not bill the State until this standard of performance is met.~~"

Deliverable 26 - The Offeror considers this Deliverable to be Post Implementation Support Services to support and confirm stabilization of the configured Licensed Software. Acceptance of this Deliverable should be based on achieving stabilization.

"The State will accept the Configured Licensed Software after the last installed component of the Licensed Software has undergone a production stability period of ~~in~~ Productive Use without a Type A or B Malfunction for a period of at least 90 consecutive calendar days. The parties agree that a subsequent production stability period of a mutually agreed upon duration may be required if: i) there is a Type A Malfunction which is either not corrected or not followed by a sustained period of stability prior to the end of the initial production stability period; ii) there is a series of

Malfunctions in the configured Licensed Software such that the cumulative effect of the Malfunctions defeats the essential purpose of the production stability period; or iii) the parties otherwise mutually agree that the configured Licensed Software needs to undergo further production stability.”

Deliverable 27 - The Offeror considers this Deliverable to be Warranty Services to support and confirm stabilization of the configured Licensed Software. Acceptance of this Deliverable should be based on achieving stabilization.

~~“The State will accept the Stabilization Warranty Services after the mutually agreed-upon time period for services, given if 1) the Licensed Software has been in Productive Use for 365 days without a Type A or B Malfunction for a period of at least 90 consecutive days; 2) Deliverable 26 has been accepted; and 3) if Contractor has provided support to correct Malfunctions in the Licensed Software during the 365 days the If a Malfunction occurs during this time period, Stabilization Services shall continue until Licensed Software has been in Productive Use, without Malfunction for a period of at least 90 consecutive days.”~~

- **Section G of Appendix C to Attachment G, Warranty of Performance.** In order to adequately assess risk while managing the cost impact of warranty services to its clients, the Offeror routinely seeks to provide those warranty provisions which are most meaningful to its clients, namely that the services will be performed in a professional manner and that Deliverables will operate as intended. In order for the Deliverables to meet the State’s expectations, the State needs to be very clear in its requirements and include in such requirements those performance capabilities, configurations, standards and functions which are necessary for the State to achieve its intended result. The Offeror also routinely seeks to make sure that all warranties are as set forth in the contract document itself, and has, therefore, proposed a disclaimer of all other express or implied warranties. Again, the Offeror takes this approach so as to clearly define warranty obligations thus lessening the financial impact to its clients associated with the risk of undefined warranties. the Offeror requests that the State consider the changes to the warranty section as set forth below:

“Contractor warrantees that:

1 It will perform the Services in a professional and workmanlike manner, in accordance with the standards of performance generally accepted in the software industry.

2 ~~It will strictly comply with the descriptions and representations as to the Services (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, function and requirements) which appear in this Agreement and in Contractor’s response to State of Alaska’s Request for Proposals for Statewide Administrative Systems Replacement Project (RFP 2010-02009388), dated August 2, 2010, and as amended during the Pre-award Phase discussions. Each Deliverable produced under this Agreement will continue to perform the functions described in its specifications without reproducible material deviations from such specifications.~~

3 The Services will not be in violation of any applicable law, rule or regulation, and Contractor will have obtained all permits required to comply with such law and regulations.

4 The Services will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information and nondisclosure rights, or any trademarks, license, copyright or patent rights. If there has been a breach of this warranty, the State’s sole and exclusive remedy

shall be the intellectual property indemnification set forth in Article 1 of Appendix B.

5 Entry into and performance of this Agreement is not limited in any way by any loan, security, financing, lien, claim, encumbrance, contractual or other agreement to which Contractor is a party.

6 ~~Errors or omissions committed by Contractor in the course of providing services shall be remedied timely by Contractor at its own expense. Any services necessary to meet the warranties set forth in 1. and 2. above will be performed by Contractor in a timely manner at Contractor's expense.~~

"Exclusions. Contractor is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the item in question by anyone other than Contractor and its subcontractors working at Contractor's direction; (ii) the combination, operation or use of the item with other items Contractor did not supply; (iii) the State's failure to use any new or corrected versions of the item made available by Contractor; or (iv) Contractor's adherence to the State's specifications or instructions.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE."

- **Section H of Appendix C to Attachment G, Limitation of Liability**

The Offeror requests that the State consider revising the limitation of liability to align with industry standard provisions which include both limiting the Contractor's liability to the value of the agreement and also including a disclaimer of consequential damages. Inclusion of provisions which align with Offeror's standard terms and risk tolerance are of paramount importance as the Offeror evaluates the overall risk and pricing for the engagement.

"Except for (a) the Contractor's indemnity obligations hereunder, (b) the Contractor's breach of its confidentiality obligations, or (c) damages arising out of the Contractor's intentional misrepresentation, gross negligence or willful misconduct, both parties agree that the Contractor's liability for any direct damages relating to this Agreement shall not exceed the greater of 1.75-times the fees payable to the Contractor as provided for herein, or (2) 1.75-times the actual amounts received by the Contractor during the term. In no event will Contractor be liable for any damages arising out of or related to the failure of the State to perform their responsibilities or any lost profits, loss of business, loss of data, loss of use, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages, even if Contractor has been advised of the possibility of such damages."

- **Section A of Appendix D to Attachment G, Payment Schedule**

While the Offeror agrees that its delays should not result in change orders allowing for more time or additional compensations, delays caused by the State should reasonably be cause for a change order allowing the Contractor additional time and./or compensation. In addition, the Offeror believes that all changes to the services to be performed should be as mutually agreed by the parties. The Offeror requests that the State add the following to the second paragraph under the Payment/Milestone/Deliverable Table:

"If action or inaction by the State, or its suppliers' failure to perform their responsibilities in a timely manner, prevents Contractor from or delays Contractor in performing the Services, Contractor will be entitled to an equitable adjustment in the schedule for performance and the compensation otherwise payable to it hereunder. In such event,

the parties will mutually agree upon a change order documenting the adjustments”

Change the first two sentences 4th paragraph under the Payment/Milestone/Deliverable Table as follows:

~~“During the course of this contract Agreement, the Contractor may be required to perform additional work as mutually agreed upon by the parties. That work will be within the general scope of the initial contract Agreement.”~~

Given the Fixed Price nature of this project, the Contractor should have the responsibility of managing the project and its costs; reporting of hours and on site vs. off site time should only apply when the State is paying for such services on an hourly basis. Please change the paragraph above Section B., Withholding of Payment as follows:

~~“Each invoice for Services or Expenses not associated with a Payment Milestone/Deliverable must detail the services provided. All invoices for services rendered will include, at a minimum, the type of service being performed as defined by the subcategory of the task from the Statement of Work, a breakdown of on-site vs. off-site time, the total hours, the employee, and the period covered. This detail can either be included in the body of the invoice or through a detail supplement that will be provided in conjunction with the invoice, such as a report or spreadsheet.”~~

- **Section B of Appendix D to Attachment G, Payment Schedule Withholding Payment**

In order for Contractor to appropriately assess and cost the effect of withholding and its impact to the overall risk profile of the project, Contractor needs to have certainty and control over the withholding release dates. the Offeror requests changes to this section as follows:

1 Upon Go-Live, the State will pay the Contractor one-half of the amount withheld to date.

2 ~~Six months after Upon Final Acceptance of Deliverable 26, if the licensed software has been in productive use without Type A or B Malfunctions for a period of at least 90 consecutive days, the State will pay the Contractor one-half of the remaining balance.~~

3 ~~Twelve months after Final Acceptance, if the software has been in productive use without Type A or B Malfunction for a period of at least 90 consecutive days, the State will pay the Contractor the remaining balance.~~

Additional Terms to be Included in a Resultant Agreement. the Offeror noted the absence of a mutual confidentiality clause in the proposed agreement and so provides the language below for the State's consideration:

Confidentiality

“Confidential Information” means information belonging to or in the possession of a party which is confidential or a trade secret and is furnished or disclosed to the other party under this Agreement (i) in tangible form and marked or designated in writing in a manner to indicate it is confidential or a trade secret; or (ii) in intangible form and that either is of a nature that a reasonable person would understand to be confidential or a trade secret or is identified as confidential or a trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure. “Confidential Information” does not include any information that, as evidenced by written documentation: (i) is already known to the receiving party without restrictions at the time

of its disclosure by the furnishing party; (ii) after its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of this Agreement Documents; or (iv) is independently developed by the receiving party without reference to the furnishing party's Confidential Information. Confidential Information will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of this Agreement or any access to the furnishing party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information. The receiving party agrees to exercise commercially reasonable efforts to: (i) hold the furnishing party's Confidential Information in confidence; (ii) limit disclosure of the furnishing party's Confidential Information to personnel furnished by the receiving party to perform Services under a Statement of Work or otherwise having a need to know the information for the purposes of this Agreement; (iii) use the furnishing party's Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out its obligations and exercise its rights under this Agreement; and (iv) notify the furnishing party promptly of any unauthorized use or disclosure of the furnishing party's Confidential Information and cooperate with and reasonably assist the furnishing party to stop or minimize such unauthorized use or disclosure.

Attachment H – Standard Licensing and Maintenance Agreement

Article 5, Termination. The Offeror requests that the provision in Article 5 be modified to in the same manner that this provision was requested to be modified in Attachment G.

Article 10, Ownership of Documents. The Offeror requests that the provision in Article 10 be modified to in the same manner that this provision was requested to be modified in Attachment G.

Article 1 of Appendix B, Indemnification. The Offeror requests that the provision in Article 11 be modified to in the same manner that this provision was requested to be modified in Attachment G. In addition, the Offeror requests that the new language to address Intellectual Property Indemnification and Indemnification Procedures proposed for this section in Attachment G also be included here in Attachment H.

- **Section 1 of Appendix C to Attachment H, Definition of Terms**

Under the resultant Agreement, Contractor will be providing Confidential Information to the State; in particular, the Contractor will be providing its proprietary software. Consequently, the Offeror requests that the definition of Confidential Information be made mutual as follows:

1.5 "Confidential Information" means any data, files, software, information or materials belonging to either the State or the Contractor~~(whether prepared by State or its agents or advisers)~~ in oral, electronic, tangible or intangible form and however stored, compiled or memorialized, that is ~~classified, marked or otherwise designated as being confidential to the disclosing party as defined by State classification and categorization guidelines and is:~~ (i) provided by State one party to Contractor or a Contractor agent~~the other party~~ or otherwise made available to the receiving party Contractor or a Contractor agent in connection with this Agreement, or (ii) acquired, obtained or learned by Contractor the receiving party or a Contractor agent in the performance of this Agreement. Examples of confidential information include, but are not limited to: the Licensed Software, technology, financial data, payroll data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc). The following information shall not be considered confidential information: information

previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.”

1.16 “Malfunction” “Malfunction” means a defect of the Licensed Software that degrades its use. Three levels of Malfunction classifications (Type A, Type B, and Type C and Type D) are defined in Appendix F the Services Agreement.

1.17 “Material Malfunction” “Material Malfunction” means ~~an error, bug, or discrepancy that delays or inhibits the primary functionality of the Licensed Software or a Malfunction that has the potential to corrupt software data; also an accumulation of non-material Malfunctions that, considered together, satisfies the standard for materiality. Includes all Type A Malfunctions as defined in Appendix Fa~~ Type A Malfunction.

1.21 “Software Final Acceptance” means the date upon which State certifies that the Licensed Software is functioning in Productive Use, for all intended users, without a Material Malfunction, after all acceptance testing, including final acceptance testing, is complete.

- **Section 2 of Appendix C to Attachment H, Licensed Software Terms and Conditions**

The Offeror has made certain changes in Section 2.2 in order to define the applicable warranty period or identify the sole and exclusive remedy for any breach of the associated warranty. Given that the Offeror’s ERP product is a proven and implemented product, the Offeror does not include in its pricing the cost of a non standard warranty of merchantability or fitness for purpose. In fact, in addition to certain industry standard exclusions to the application of warranty provisions, the Offeror has also included a standard disclaimer specifically disclaiming implied warranties.

2.2.1. Malfunction Correction

Contractor warrants that during the warranty period commencing upon Go Live and ending 365 days thereafter, it will correct Type A and Type B Malfunctions in the Licensed Software; provided that: (a) any such Malfunction...”

2.2.3. Intellectual Property Rights

Please add the following language at the end of this section:

“The State’s sole and exclusive remedy for any breach of this section 2.2.3 shall be the Intellectual Property Indemnification Set forth in Appendix B to this Agreement.”

2.2.5. Technical Currency

Contractor warrants that during the term of the Implementation Services Agreement, the Licensed Software will remain technically current and will not require State to use third-party database software, network technology, computing hardware, or operating systems that are not supported by their respective manufacturers or that require the payment of a maintenance premium for annual support.

2.2.6. Merchantability and Fitness Warranties

Contractor warrants that ~~the licensed software and any part thereof is merchantable and fit for the purposes represented in Contractor’s response to RFP, demonstration materials, this agreement, and the separate agreement for implementation services.~~

"Exclusions. Contractor is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the item in question by anyone other than Contractor and its subcontractors working at Contractor's direction; (ii) the combination, operation or use of the item with other items Contractor did not supply; (iii) the State's failure to use any new or corrected versions of the item made available by Contractor; or (iv) Contractor's adherence to the State's specifications or instructions.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE."

- **Section 3 of Appendix C to Attachment H, Service Level Program Terms and Conditions.** The Offeror has a standard maintenance program in order to ensure we are providing a consistent level of support for all of our clients. Every client uses the same tools, terms, and processes. Using consistent terminology and processes will help the State during communications with the Offeror support members and with client community. We propose that the State enroll in our Standard Support and Maintenance program, which provides long term access to software updates and support from the submitting vendor's Customer Support Group (CSG). Therefore, the Offeror requests that section 3.1 through 3.4 be deleted in their entirety and replaced with the following:

1.1 "Implementation and "Go Live" Support. Before the State's production operations begin, CSG will work with the onsite Contractor implementation team and will assign to the State a CSG Account Manager to oversee the vendor's response to the State's reported software issues. During the State's production cutover period, CSG will provide the State with 24/7 support.

1.2 Ongoing Production Support and Maintenance. Following production cutover, the State will fully transition to the Contractor's Standard Support and Maintenance program. Service in the program include the following:

- Centralized reporting and management of all software issues, including third party software components licensed through the Contractor"
- Telephone, email, and web access to the CSG from 8 am EST to 9 pm EST Monday-Friday, including 24/7 Internet access to online support tools and documentation. After hours and weekend support may be pre-arranged for critical processing times, pre-arranged events including "Go Live" weekends or other critical processing times.
- An Account Manager to oversee the Contractor's response to the State's issues and the option to meet on a weekly basis to review the State's software issues.
- Issue research conducted over electronic application sharing sessions and teleconferences with CSG consultants.
- Access to new ERP Releases (18-24 months, including new features), Fix Packs (bundled patches and other updates, issued as needed) and critical Patches (for urgent issues where no workaround is possible).
- Support for the most recent ERP software Release plus two prior Releases.

- Issue response times based on "Priority Level" set jointly by the State and the Contractor as outlined below. Note that the Contractor cannot guarantee issue resolution times, but will make diligent effort to resolve issues.

1 - Urgent	<u>A problem causing critical impact to the client's business operation, and no workaround is immediately available. Work begins upon notification and continues until resolved. If resolution requires a software correction, it is delivered to reporting clients and available to all clients as soon as resolved.</u>	<u>15 minutes or less from the time the client notifies CSG. Team Leaders from product area specialties and Customer Care Manager are also notified.</u> <u>In general, the Offeror's initial response time to Urgent issues is less than 5 minutes; Urgent issues are given top organizational priority.</u>
2 - High	<u>A problem causing significant impact to the client's business operation, and the workaround is unacceptable on a long-term basis. Work begins after Priority 1 issues are resolved. If resolution requires a software correction, it is available to all clients as soon as resolved.</u>	<u>2 hours or less from the time client notifies the Offeror's Customer Support.</u> <u>In general, initial response time to High issues is less than 30 minutes.</u>
3 - Normal	<u>A problem that impairs some functionality, but a practical workaround exists. If resolution requires a software correction, fixed in next major release if reported prior to release cut-off date. Fixed in a future release.</u>	<u>2 hours or less from the time client notifies the Offeror's Customer Support.</u> <u>In general, initial response time to Normal issues is less than 1 hour.</u>
4 - Low	<u>A problem that does not affect any production functions of the software. A software defect exists but does not impede any functionality. Fixed in a future release.</u>	<u>2 hours or less from the time client notifies the Offeror's Customer Support.</u> <u>In general, initial response time to Low is less than 1 hour.</u>

- **Section 4 of Appendix C to Attachment H, General Terms and Conditions.** Given that both parties will be in receipt of confidential information under this agreement, the Offeror has proposed changes to make this section mutual.

Subsection 4.3, Confidentiality. ~~Contractor-~~The parties agrees that all Confidential Information shall be used only for purposes of ~~providing-using~~ the Licensed Software and performing the services specified herein and shall not disseminate or allow dissemination of Confidential Information except as provided for in this section. ~~Contractor-~~Each party shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the Confidential Information of the other party. "Reasonable care" means compliance by ~~Contractor-~~with all applicable federal and State laws, including the Social Security Act (SSA) and the Health Insurance Portability and Protection Act (HIPPA). ~~Contractor-~~The receiving party must promptly (within 24 hours) notify the State-disclosing party in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or

use of the ~~C~~onfidential ~~i~~nformation.

If Confidential Information is requested to be disclosed by ~~Contractor~~ the receiving party pursuant to a request received by a third party and such disclosure of the Confidential Information is required under applicable State or federal law, regulation, governmental or regulatory authority, ~~the receiving party~~ Contractor may disclose the Confidential Information after providing ~~State~~ the disclosing party with written notice of the requested disclosure (to the extent such notice ~~to State~~ is permitted by applicable law) and giving the ~~State~~ disclosing party the opportunity to review the request. If ~~the receiving party~~ Contractor receives no objection from the ~~State~~ disclosing party, it may release the Confidential Information within 30 days. Notice of the requested disclosure of Confidential Information by ~~the receiving party~~ Contractor must be provided to the ~~State~~ disclosing party within 24 hours after ~~the receiving party~~ Contractor's party's receipt of notice of the requested disclosure and, upon request of the ~~State~~ disclosing party, ~~Contractor~~ the receiving party shall seek to obtain legal protection from the release of the Confidential Information.

Subsection 4.4, Limitation of Liability. The Offeror requests that the provision in this section be modified to in the same manner that this provision was requested to be modified in Attachment G.

Appendix D, Annual Support and Maintenance Fees

The Offeror proposes the following changes in order to more clearly establish both the start date for maintenance services as well as the date the associated payment is due: "Contractor will invoice State based on the payment schedule set out below. State will pay the invoices based on the terms of the Agreement. Year 1 maintenance services begin and payment will be due concurrent with delivery of Deliverable 7, upon installation of initial Configured Software Ready for Test. Succeeding payments will be due every 12 months thereafter for initial four-year term, and annually thereafter for subsequent renewals."

EXHIBIT D4: IMPLEMENTATION ROLES AND RESPONSIBILITIES

Complete the table below by estimating both the State's and Offeror's labor effort for each required deliverable described in Section 5.04 of the RFP. This information will clarify the expected roles, responsibilities and time required for implementing the proposed solution and help the State more accurately evaluate the Offeror's proposal.

Deliverable	Estimated State labor effort (hours)	Proposed Offeror labor effort (hours)
1. Baseline detailed project work plan	736	828
2. Project status reports	2,106	2,121
3. Weekly risk reports	1,352	1,840
4. Satisfaction surveys	312	312
5. System configuration reports	11,924	16,094
6. Business process modification recommendations	1,960	2,960
7. Configured software ready for test	17,220	32,845
8. Accepted workflows	11,730	9,530
9. Hardware specification (applicable to licensed solution)	2,415	2,614
10. Application architecture documentation	3,404	5,940
11. Installation certification document	1,500	2,760
12. Data conversion plan	1,630	2,140
13. Validated migrated data	1,620	3,120
14. Reports	4,820	9,030
15. Interface specifications	1,835	2,680
16. Tested interfaces	5,600	10,340
17. Test plan	2,420	3,420
18. Volume/stress testing report	1,680	2,300
19. Training plan	330	630
20. Training materials	2,910	4,770
21. Training	4,660	3,030
22. Knowledge transfer plan and activity	2,560	2,976
23. Go-live and stabilization plan	1,240	1,800
24. Technical operations manual	490	950
25. Business user manual	830	1670
26. Configured and licensed software in productive use	2,900	3,590
27. Stabilization services	7,135	11,127

ATTACHMENT E COST PROPOSAL FORMS

The Offeror's cost proposal shall include all costs associated with the performance of the resulting contract, including, but not limited to: administrative overhead, transportation, lodging, and per diem costs sufficient to pay for all staff required to be on-site in Juneau, Alaska. Should the State require travel by contractor staff to other locations, these travel costs from Juneau will be the responsibility of the State and will be reimbursed in accordance with State travel policies as provided in Alaska Administrative Manual (AAM) 60 - Travel.

The State will use these forms to evaluate costs.

Offerors shall fill out the applicable tabs in this workbook – which in total will comprise an Offeror's cost proposal – in the format set out below. These cost forms apply to both the traditional licensed software modules and hosted models ("cloud") proposals. Offerors should not submit any other materials, except as instructed, as they will not be considered in the cost evaluation.

To prepare your response, follow these instructions:

1. Open the electronic version of these forms in Excel.
2. Insert the Offeror's organizational name in the document footer of each worksheet.
3. Save this document as a new file, compatible with Office 2003 (this format is **required**).
 Complete all cost tables as instructed. Individual form instructions are presented in gray boxes.
4. Add more lines to tables as necessary; do not modify the form layout in any other way.
6. Present all prices in U.S. dollars.
7. Failure to provide all requested information may result in disqualification from response consideration.
8. When each of the forms are complete, produce the document for submission in accordance with the instructions in **Sections 1.01 and 6.01** of the RFP.

Offeror Name:	CGI Technologies and Solutions Inc.	Contact Name:	Greg Witte
Mailing Address:	10655 NE 4th Street, Suite 900 Bellevue, Washington 98004	Title:	Director, West Regional Manager
		Phone Number:	(425)213-5342
		E-Mail Address:	greg.witte@cgi.com

User counts and transaction volume information are located in **Section 5.02** of the RFP.

ONE-TIME COSTS: SYSTEM COMPONENTS

Table A below, itemize the application license purchase costs, by module, for the software you are proposing. Add more lines as necessary. If there are no one-time software costs for a hosted model ("cloud") proposal, leave the applicable tables blank. Provide ongoing/annual software costs for a hosted model ("cloud") proposal on Tab 4. Recurring Costs.

Table A - Application Software Costs

Module/Version	Description and Comments	Type of License (e.g., named, concurrent)	List Cost	Discounted Cost	User Count (quantity)	Total Cost
AMS Advantage Financials	Development	Enterprise	\$ 1,486,000.00	\$ 416,080.00	1	\$ 416,080
AMS Advantage Financials	Production	Enterprise	\$ 4,458,000.00	\$ 1,248,240.00	1	\$ 1,248,240
AMS Advantage Procurement	Development	Enterprise	\$ 396,250.00	\$ 110,950.00	1	\$ 110,950
AMS Advantage Procurement	Production	Enterprise	\$ 1,188,750.00	\$ 332,850.00	1	\$ 332,850
AMS Advantage HRM	Development	Enterprise	\$ 571,250.00	\$ 159,950.00	1	\$ 159,950
AMS Advantage HRM	Production	Enterprise	\$ 1,713,750.00	\$ 479,850.00	1	\$ 479,850
Application Software Total					6	\$ 2,747,920

In Table B below, list any system or technical (e.g., database, report writer) software licenses required for the proposed configuration, that you are including in your cost proposal. Add more lines to the table as necessary.

Table B - System Software Costs

Module	Description and Comments	Type of License (e.g., named, concurrent)	List Cost	Discounted Cost	User Count (quantity)	Total Cost
AMS Advantage OEM Bundle	Development & Production	Various	\$ 1,976,866.00	\$ 639,832.00	1	\$ 639,832
System Software Total					1	\$ 639,832

In Table C below, list any system or technical (e.g., database, report writer) software licenses required for the proposed configuration, that you are **NOT including** in your cost proposal. Add more lines to the table as necessary.

Table C - Other Required System Software

Software	Description and Comments
Oracle DBMS - Enterprise Edition	Database management system for the application operational databases (Financial, Procurement and HRM)
Oracle Active Data Guard	Database management software used to replicate the Operational database instances to a backup databaser server, used for disaster recovery and backup
Business Objects Enterprise Premium	Business Intelligence and Report software, supplemental licenses would be required to augment current ALDER implementation
Cisco Security Agent (replacement product)	Endpoint security solution combining zero-update attack protection, data loss prevention, and signature-based antivirus (this product is end of life, waiting on State to identify replacement)
BMC Control-M or State's preferred solution	Workload automation software, batch scheduling
SurveyMonkey	Online survey software & questionnaire tool

In Table D below, list expected hardware specifications and requirements for the proposed solution. This information will be used to understand proposed architectures, but **will not** be used for cost analysis. The State will acquire the necessary hardware. Ongoing requirements will be further refined as the project progresses. Do not complete Table D for hosted ("cloud") proposals.

Table D - Required Servers

Server Type and Quantity	Recommended Storage Volume	RAM	Processor and Speed	# of Processors
Application servers - prod (5 VM)	500	96	Intel® Xeon® X5680, 3.33Ghz	19
Web Server - Internet - prod (1 VM image)	100	4	Intel® Xeon® X5680, 3.33Ghz	1
3rd Party Software Server - prod (2 VM images)	200	8	Intel® Xeon® X5680, 3.33Ghz	3
Datababse server - prod (2 servers)	900	32	Intel® Xeon® X5677, 3.46Ghz	12
Application servers - non-prod (3 VM images)	300	116	Intel® Xeon® X5680, 3.33Ghz	10
3rd Party Software servers - non-prod (2 VM images)	200	12	Intel® Xeon® X5680, 3.33Ghz	3
Developer workstations (3 VM images)	300	12	Intel® Xeon® X5680, 3.33Ghz	3
Database server - non-prod (1 server)	1500	32	Intel® Xeon® X5677, 3.46Ghz	8
Notes for Table D:	Recommended Storage - measured in total GBs	RAM - measured in total GBs		Processors - measured in total cores

ONE-TIME COSTS: IMPLEMENTATION PRICING

In Table E below, list total hours to implement the proposed solution, the blended rate (i.e., total Offeror cost divided by total Offeror hours), and total cost. The entries should correspond to the deliverable listed in Section 5.04 of the RFP. If a specific deliverable (e.g., Hardware Specification) does not apply to your bid, leave that line blank. Note that these figures should include your travel costs.

Table E - Professional Services

Implementation Function (task group)	Hours	Blended Rate¹	Cost
(1) Baseline Detailed Project Work Plan	828	\$ 174.00	\$ 144,072
(2) Project Status Reports	2,121	\$ 174.00	\$ 369,054
(3) Weekly Risk Reporting System (WRRS)	1,840	\$ 174.00	\$ 320,160
(4) Satisfaction Surveys	312	\$ 174.00	\$ 54,288
(5) System Configuration Reports	16,094	\$ 174.00	\$ 2,800,356
(6) Business Process Modification Recommendations	2,960	\$ 174.00	\$ 515,040
(7) Configured Software Ready for Test	32,845	\$ 174.00	\$ 5,715,030
(8) Accepted Workflows	9,530	\$ 174.00	\$ 1,658,220
(9) Hardware Specification	2,614	\$ 174.00	\$ 454,836
(10) Application Architecture Documentation	5,940	\$ 174.00	\$ 1,033,560
(11) Installation Certification Document	2,760	\$ 174.00	\$ 480,240
(12) Data Conversion Plan	2,140	\$ 174.00	\$ 372,360
(13) Validated Migrated Data	3,120	\$ 174.00	\$ 542,880
(14) Reports	9,030	\$ 174.00	\$ 1,571,220
(15) Interface Specifications	2,680	\$ 174.00	\$ 466,320
(16) Tested Interfaces	10,340	\$ 174.00	\$ 1,799,160
(17) Test Plan	3,420	\$ 174.00	\$ 595,080
(18) Volume/Stress Testing Report	2,300	\$ 174.00	\$ 400,200
(19) Training Plan	630	\$ 174.00	\$ 109,620
(20) Training Materials	4,770	\$ 174.00	\$ 829,980
(21) Training	3,030	\$ 174.00	\$ 527,220
(22) Knowledge Transfer Plan and Activity	2,976	\$ 174.00	\$ 517,824
(23) Go-Live and Stabilization Plans	1,800	\$ 174.00	\$ 313,200
(24) Technical Operations Manual	950	\$ 174.00	\$ 165,300
(25) Business User Manual	1,670	\$ 174.00	\$ 290,580
(26) Configured and Licensed Software in Productive Use	3,590	\$ 174.00	\$ 624,660
(27) Stabilization Services	11,127	\$ 174.00	\$ 1,936,098
(xx) Other Deliverables (if any)	-	\$ -	\$ -
Flexible use hours ²	-	\$ -	\$ -
Total Hours	141,417	Total Professional Services Cost	\$ 24,606,558

¹ Blended rate equals Cost divided by Hours.

² Contingency hours that may be used under the direction of the State.

In Table F below, please list all additional costs included in your response (e.g., training materials, facility and equipment rental or lease, office supplies etc.). Add more rows as necessary.

Table F - Other Expenses

Item	Description	Cost
N/A		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Total Other Expenses Cost		\$ -

In Table G below, please list your not-to-exceed hourly rates for staff, total estimated hours, and cost. Add more rows as necessary. **The total cost for professional services in Table G should equal the total professional services cost in Table E.**

Table G - Staffing Rates

Title	Rate	Total Estimated Hours	Cost
Project Director	\$ 297.70	1,058	\$ 314,966.60
Project Manager	\$ 294.40	6,804	\$ 2,003,097.60
BPR / Training / Change Management Lead	\$ 294.40	6,636	\$ 1,953,638.40
Technical Lead	\$ 233.95	6,384	\$ 1,493,536.80
Financial / Procurement Lead	\$ 297.70	4,116	\$ 1,225,333.20
DW and Reports Lead	\$ 271.84	6,720	\$ 1,826,764.80
PMO Support	\$ 115.75	6,300	\$ 729,225.00
Technical DBA	\$ 198.46	6,300	\$ 1,250,298.00
Software Installer	\$ 158.62	6,300	\$ 999,306.00
Financial / Procurement Business Analyst	\$ 115.75	3,780	\$ 437,535.00
Sr. Financial / Procurement Business Analyst	\$ 167.57	18,228	\$ 3,054,465.96
Financial / Procurement Technical Analyst	\$ 115.75	11,167	\$ 1,292,580.25
Sr. Financial / Procurement Technical Analyst	\$ 167.57	6,888	\$ 1,154,222.16
HRM Lead	\$ 215.02	4,032	\$ 866,960.64
HRM Business Analyst	\$ 115.75	10,080	\$ 1,166,760.00
Sr. HRM Business Analyst	\$ 167.57	4,032	\$ 675,642.24
HRM Technical Analyst	\$ 115.75	7,728	\$ 894,516.00
Sr. HRM Technical Analyst	\$ 167.57	6,048	\$ 1,013,463.36
Business Analyst (RDI)	\$ 125.00	840	\$ 105,000.00
Technical Analyst (RDI)	\$ 106.25	13,944	\$ 1,481,550.00
Warranty Services	\$ 165.60	4,032	\$ 667,699.20
		rounding adjustment	\$ (3.21)
Total		141,417	\$ 24,606,558.00

RECURRING COSTS: ANNUAL MAINTENANCE AND SUPPORT

In Table H, please list all ongoing costs for each applicable component proposed in your response. In each item category name the specific element that the fee covers and briefly describe the maintenance terms. The cost of each module, regardless of its implementation date, must include ten years of licensing and maintenance pricing.

In Table H, list all ongoing costs for each applicable component proposed in your response. In the 'Application Software' column, complete one row for each major implementation grouping. For instance, there might be separate rows for Finance, Human Resources, and Budget. In the 'Item' column, list the modules included in that grouping and briefly describe the associated maintenance terms. In the '1st Pymt' column, provide the due date for the first maintenance payment, considering the overall implementation schedule. Note that the State will NOT purchase software prior to the initiation of the implementation effort for that software. So, the State will not purchase the human resources modules until the associated services begin. In the next four columns, provide the total maintenance cost for the periods referenced. Accordingly, the 'Years 1-4' cell should contain the Offeror's fixed price for the first four years of maintenance, the 'Years 5-6' cell should contain the fixed price for the next two years, etc. The 'Total' column calculates automatically and does not require data entry.

In the 'System Software' column, complete one row for each major system software component. For instance, there might be a row for the database management system to support the finance implementation. In the 'Item' column, list the elements included in that grouping and briefly describe the associated maintenance terms. In the '1st Pymt' column, provide the due date for the first maintenance payment, considering the overall implementation schedule. Note that the State will NOT purchase system software prior to the need for its use. So, the State will not purchase the database licenses necessary to run the human resources modules until necessary. In the next four columns, provide the total maintenance cost for the periods referenced. Accordingly, the 'Years 1-4' cell should contain the Offeror's fixed price for the first four years of maintenance, the 'Years 5-6' cell should contain the fixed price for the next two years, etc.

Table H - Annual Maintenance

Category	Item	1st Pymt	Years 1-4	Years 5-6	Years 7-8	Years 9-10	TOTAL
		Due Date					
Application Software							
AMS Advantage Financials	Includes: Financial Base System Asset Management Inventory Management Projects & Grants Management * Module covered upon installation * Maintenance Fees due upon initiation of UAT for Financials	7/3/2012	\$ 1,783,200	\$ 932,124	\$ 988,889	\$ 1,049,113	\$ 4,753,326
AMS Advantage Procurement	Includes: Procurement Profession Vendor Self Service * Module covered upon installation * Maintenance Fees commence upon initiation of UAT for Procurement	1/4/2013	\$ 475,500	\$ 248,556	\$ 263,692	\$ 279,752	\$ 1,267,500
AMS Advantage HRM	Includes: HRM Base System Position Control Benefits Administration Time & Attendance Payroll Management Employee Self Service * Module covered upon installation * Maintenance Fees commence upon initiation of UAT for HRM	7/3/2014	\$ 685,500	\$ 358,328	\$ 380,150	\$ 403,301	\$ 1,827,279

System Software							
AMS Advantage OEM Bundle	Includes: Versata Logic Server, Versata Logic Studio, IBM WebSphere, Pervasive Data Integrator Pro Engine, Pervasive Data Integrator Pro Developer, Adobe Present Central Pro, Adobe Present Output Designer, Adobe Framemaker, Adobe RoboHelp Office, Delta XML Limited DeltaXML, Convey Compliance Systems 1099Convey, Micro Focus App Server for Net or Server Express, Micro Focus Net or Server Express Developer, Nessus, Pitney Bowes Spectrum Universal Addressing module	7/3/2012	\$ 589,343	\$ 340,713	\$ 375,637	\$ 414,140	\$ 1,719,833
Total Recurring Maintenance Costs							

RECURRING COSTS: HOSTING FEES

In Table I, please list any fees the State should expect to incur for a hosted ("cloud") proposal. Add more lines to the table as necessary. In the description column, summarize the underlying assumptions (e.g., number of transactions, volume of disk space, support hours, growth) for your recurring cost entries.

Table I - Hosting Fees

Item	Description	1st Pymt Due Date	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
N/A			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Hosting Fees													

RECURRING COSTS: OTHER ONGOING COSTS

In Table J, please list any additional ongoing costs the State should expect to incur. Add more lines to the table as necessary. Please provide a description for each element.

Table J - Other Ongoing Costs

Item	Description	1st Pymt Due Date	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
N/A			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Ongoing Costs													

TOTALS

Tables K and L represent a summary of the total costs identified in this form. Please double check your numbers prior to submission to ensure accuracy.

Table K - One-Time Costs

Item	Costs
System Components	
Table A: Application Software Costs	\$ 2,747,920
Table B: Proposed System Software Costs	\$ 639,832
<i>System Components Subtotal</i>	\$ 3,387,752
Implementation	
Table E: Professional Services	\$ 24,606,558
Table F: Other Expenses	\$ -
<i>Implementation Subtotal</i>	\$ 24,606,558
ONE-TIME COSTS TOTAL	\$ 27,994,310

Table L - Total Recurring Costs

Item	Costs
Table H: Recurring Maintenance	\$ 9,567,938
Table I: Hosting Fees	\$ -
Table J: Other Ongoing Costs	\$ -
RECURRING COSTS TOTAL	\$ 9,567,938

GRAND TOTAL \$ 37,562,248