

CherryRoad Technologies Proposal



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ORACLE

Proposal to Conduct a Statewide Administrative
Systems Replacement Project for the

State of Alaska

RFP 2010-0200-9388

October 15, 2010

Original



October 15, 2010

Ms. Staci Augustus, CPPB, 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: Statewide Administrative Systems Replacement Project, RFP 2010-0200-9388

Dear Ms. Augustus:

CherryRoad Technologies Inc. ("CherryRoad") is pleased to present our response to the State of Alaska ("the State") Request for Proposal for a Statewide Administrative Systems Replacement Project. CherryRoad has teamed with Oracle to address the State's RFP requirements and proposes products from the Oracle PeopleSoft Enterprise application suite.

CherryRoad understands that the State is committed to deploying an integrated solution that replaces existing statewide administrative systems and deploys additional functions to create an integrated statewide administrative system. A number of applications comprise the State's current administrative systems, with some of them scheduled for decommissioning as different integrated components of an ERP solution are implemented. This solution is required to interface with the current time and attendance, data warehouse, and other administrative systems. CherryRoad also understands the budgetary and staffing challenges facing state governments and has formulated an approach to this project that leverages our significant experience in delivering similar engagements to very large and complex statewide and public sector entities utilizing the Oracle PeopleSoft Enterprise suite.

This initiative will require a large number of highly qualified consultants to handle project management, organizational readiness, and functional and technical components. Rather than approaching our engagements with a number of subcontractors, or as a joint venture, CherryRoad has chosen the path of acquiring companies. This has contributed to our ability to be a one-stop shop for addressing all the needs of statewide and other large, complex PeopleSoft clients. We feel that this approach results in the lowest risk for our customers since it enables them to interact with a single entity that is focused on their success.

In 2009, CherryRoad acquired the Towers Perrin Oracle PeopleSoft Enterprise HCM practice. Towers Perrin is one of the foremost Human Capital Management consultancies in the world, and acquiring their PeopleSoft practice and their highly experienced and qualified consultants has greatly enhanced our ability to deliver services on PeopleSoft HCM and business improvement projects.

CherryRoad further elevated our ability to deliver by recently acquiring the MAXIMUS Oracle PeopleSoft ERP Solutions Division. Over the past decade, MAXIMUS has been the #1 choice for states implementing Oracle PeopleSoft ERP solutions. Among their clients are the States of Tennessee, Delaware, New Mexico, North Dakota, and Oklahoma. Most recently, MAXIMUS was selected in a highly competitive procurement to provide the PeopleSoft system for the State of Minnesota. This project is scheduled to go live in 2011. Like CherryRoad, MAXIMUS has a legacy of exceeding client expectations with the superior delivery of engagements to many noted states, counties, cities, school districts, and agencies.



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Department of Administration
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When you combine the strength and experience of MAXIMUS with the state and local qualifications of CherryRoad – including the State of Georgia, State of Vermont, and State of Delaware Office of Pensions – the result is a company that is the most qualified to deliver the solution you seek. It is our belief that together, CherryRoad and MAXIMUS is the largest provider of PeopleSoft implementation services, with the deepest bench of highly qualified PeopleSoft practitioners.

CherryRoad can assure the State that our solution will improve business processes and technology and ease the administrative burden, enabling State employees to better serve the needs of the State and its citizens. To enhance our ability to deliver a successful project, CherryRoad will leverage our extensive statewide implementation experience as well as value-added tools and templates that were developed and refined during the implementation of state systems.

These tools include our proprietary, robust Methodology Tool Kit (MTK) application, which is a specialized tool built on a PeopleTools platform and used to perform, monitor, and control key project tasks. In addition, we will provide our Content Tool Solution, an integrated item maintenance solution, to address the specific needs of state governments. The Content Tool Solution is built on a comprehensive methodology that aggregates large sets of item data so they can be manipulated by an end user without assistance from technical resources. This enables data managers to focus on their main priorities, high-visibility items or specific sets of data, while reworking the attributes immediately, or to continually improve data accuracy and procurement controls as needed. This solution has been very well-received by every state government where it has been deployed.

Proposed Software Solution

CherryRoad partners exclusively with Oracle for state and local government ERP solutions. Oracle's PeopleSoft Enterprise suite of applications is the most widely installed and successfully used software solution in the North American public sector marketplace. With over 1,400 public sector clients, Oracle provides solutions to over 30 state governments and their various agencies. Today, Oracle is the nation's leading and most experienced provider of application software solutions to the U.S. government at all levels.



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Proposed System Integration Services

CherryRoad has the in-house resources needed to support a project of this magnitude. We are confident that our team's technical and functional diversity positions us to offer the highest level of services for your engagement. CherryRoad is not only well-qualified to deploy the solution depicted in the State's RFP, but we provide a combination of attributes that our competitors cannot.

- CherryRoad implements Oracle PeopleSoft Enterprise products exclusively.
- Our company is the leader in delivering Oracle PeopleSoft Enterprise services to government and education clients.
- CherryRoad has nearly 200 employees who are dedicated to providing Oracle PeopleSoft Enterprise services for state and local government engagements.
- We work closely with our customers and are truly committed to the success of their projects, both during implementation and beyond. This is evidenced by the responses provided in our Survey Questionnaires. Our company has implemented 7 of the 10 software engagements described in Oracle's surveys, including 4 of the 5 highest-rated statewide software solutions.
- CherryRoad is able to leverage our work products, deliverables, configurations, and customizations, and the often intangible lessons learned from our PeopleSoft Enterprise state government implementations. Our customers share business needs and challenges that are almost identical to those of the State, including the following.
 - **State of New Mexico:** Our team implemented PeopleSoft Enterprise Financials and HCM statewide, including for the Department of Transportation. The State had been an AMS Advantage Financials customer, and the implementation approach was Big Bang. The solution includes integration points between PeopleSoft Enterprise Financials and HCM.
 - **State of North Dakota:** Our team implemented PeopleSoft Enterprise Financials and HCM. The solution includes integration points between the two product suites.
 - **State of Tennessee:** Our team has successfully completed the statewide implementation of PeopleSoft Enterprise HCM and the first deployment of PeopleSoft Enterprise Financials. The solution includes integration points between PeopleSoft Enterprise Financials and HCM and M5 Fleet Management.
 - **State of Delaware:** Our team completed the PeopleSoft Enterprise Financials implementation and integrated it with the State's existing PeopleSoft HCM system (PHRST). The deployment was a Big Bang approach, and the solution includes integration points between PeopleSoft Enterprise Financials and HCM.
 - **State of Georgia:** Our team led the successful implementation and rollout of the advanced PeopleSoft Procurement and Supplier Relationship Management modules. This was the first successful combined deployment of these modules for any state government.
 - **State of Oklahoma:** Our team implemented core PeopleSoft Enterprise Financials and HCM. The solution includes integration points between the two product suites.

We know of no other Tier One system integrator that has made our commitment and maintained the bandwidth and level of specialization to one ERP product and one market group.



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Acknowledgement

2.12 Application of Preferences
Recycled Products Preference – AS 36.30.337

CherryRoad's response was produced using paper with 30% postconsumer recycled content.

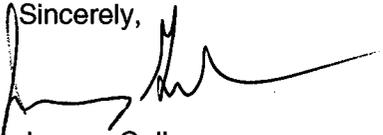
Contact Information

CherryRoad Technologies Inc.	
Proposal Contact	Authorized Representative
Joseph Silberberg , Director of Public Sector Sales 301 Gibraltar Drive, Suite 2C Morris Plains, NJ 07950 P: 973-541-4349 F: 973-402-7808 jsilberberg@cherryroad.com	Jeremy Gulban , President 301 Gibraltar Drive, Suite 2C Morris Plains, NJ 07950 P: 973-541-4278 F: 973-402-7808 jgulban@cherryroad.com

In Closing

Within our proposal response, CherryRoad details our solution, methodology, experience, and the people that will differentiate us from the numerous responses the State will receive for this important endeavor. CherryRoad takes an honest approach to planning, staffing, and executing our projects. We are committed to providing a realistic expectation of the work that lies ahead for our team, including the State and the various agency project team members. A CherryRoad customer is a satisfied customer who realizes the initiative's end result benefits, including the solution, the deliverables, and the final price tag.

CherryRoad looks forward to the opportunity to facilitate a software demonstration of the Oracle PeopleSoft Enterprise applications and to a discussion of our qualifications, methodology, and approach to the State's Administrative Systems Replacement Project. If you wish to discuss any aspect of our proposal, please do not hesitate to contact **Joseph Silberberg** as listed above. CherryRoad values the opportunity to partner with the State to ensure the success of this project.

Sincerely,

 Jeremy Gulban
 President
CherryRoad Technologies Inc.
 301 Gibraltar Drive, Suite 2C
 Morris Plains, NJ 07950
 P: 973-541-4278
 F: 973-402-7808
 jgulban@cherryroad.com

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

Offeror Name:	CherryRoad Technologies Inc.
Mailing Address:	301 Gibraltar Drive, Suite 2C, Morris Plains, NJ 07950
Telephone Number:	973-402-7802
Fax Number:	973-402-7808
Federal Tax ID #:	20-5084389
Alaska Business License Number:	948242

Contact Name:	Joseph Silberberg
Title:	Director of Public Sector Sales
E-Mail Address:	jsilberberg@cherryroad.com
Alternate Phone Number:	973-541-4349

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. One	Date 8/5/10
No. Four	Date 9/10/10
No. Seven	Date 9/24/10

No. Two	Date 8/11/10
No. Five	Date 9/13/10
No. Eight	Date 10/1/10

No. Three	Date 8/27/10
No. Six	Date 9/15/10
No. Nine	Date 10/4/10

Alaska Business License # 948242

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

CHERRYROAD TECHNOLOGIES INC.

301 GIBRALTAR DRIVE MORRIS PLAINS NJ 07950

owned by

CHERRYROAD TECHNOLOGIES INC.

is licensed by the department to conduct business for the period

September 23, 2010 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.

Susan K. Bell
Commissioner

**STATE OF ALASKA RFP NUMBER 2010-0200-9388
AMENDMENT NUMBER TWO**

RETURN THIS AMENDMENT TO THE ISSUING OFFICE AT:



Department of Administration
Division of Admin Services
PO Box 110208
Juneau, Alaska 99811-0208

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: August 11, 2010

RFP TITLE: Statewide Administrative Systems Replacement Project

DEADLINE FOR RECEIPT OF PROPOSALS: 1:30pm, Alaska Time, October 1, 2010.

Important Note To Offerors: In order for your proposal to be considered responsive, this amendment, in addition to your original proposal and other required documents, must be signed, dated, and received by the issuing office prior to the time set for receiving proposals.

This Amendment is issued to make the following changes and replace the originally issued Attachment/Exhibit E.

Please note that the numbering of the changes has continued from the previous amendment.

CHANGES TO RFP:

2. The State has determined that a normalization of an Offeror's cost proposal will not be performed during the best value evaluation process. It is the Offeror's responsibility to provide a solution that includes **all** of the components and associated costs (excluding server hardware and applicable operating system costs), which includes Total Cost of Ownership (TCO) over a ten year period as requested in Exhibit E.

The RFP has been amended in the following sections, as shown, to remove reference to any cost normalization performed on an Offeror's cost proposal. Please note that changes to the RFP sections are listed below with deletions shown as a ~~strike through~~ and additions identified as ***bold italic***.

2.13 Five Percent Alaskan Bidder Preference 2 AAC 12.260 & AS 36.30.170

An Alaskan Bidder Preference of five percent will be applied to the normalized cost proposals prior to evaluation. The preference will be given to an Offeror who:

- (a) holds a current Alaska business license;
- (b) submits a proposal for goods or services under the name on the Alaska business license;
- (c) has maintained a place of business within the State staffed by the Offeror, or an employee of the Offeror, for a period of six months immediately preceding the date of the proposal;
- (d) is 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 AS 32.05 or AS 32.11 and all partners are residents of the State; and
- (e) if a joint venture, is composed entirely of entities that qualify under (a)-(d) of this subsection.

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Alaskan Bidder Preference Affidavit

In order to receive the Alaskan Bidder Preference, proposals must include a statement certifying that the Offeror is eligible to receive the Alaskan Bidder Preference.

**2.14 Formula Used to Convert Cost to Points
AS 36.30.250 & 2 AAC 12.260**

The distribution of points based on cost will be determined as set out in 2 AAC 12.260 (c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the example below, cost is weighted as 25% of the overall total score.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

List all normalized proposal prices, adjusted where appropriate by the application of the 5 percent Alaskan Bidders preference and any other applicable preferences.

Offeror #1	-	Non-Alaskan Offeror	\$40,000
Offeror #2	-	Alaskan Offeror	\$42,750
Offeror #3	-	Alaskan Offeror	\$47,500

7.04 Cost (250 Points)

Offerors must submit their cost proposal as Exhibit E. Offerors must itemize costs for *all* application software, system software, professional services by required deliverable, other one-time expenses, annual maintenance, ongoing expenses, required servers and other technical components, and staffing rates. ***Cost will be evaluated based on the ten-year total cost of ownership provided by Offerors in Exhibit E. If any proposal has a ten-year total cost of ownership (calculated as described above) that exceeds 50% above or below the average ten-year total cost of ownership of all proposals, the State reserves the right to not consider the proposal.***

The server hardware for a traditional licensed proposal must be listed in Exhibit E, Table D – Required Servers; however no associated cost is required and this component of the Offeror’s solution will not be factored into the ten-year total cost of ownership. As stated in the instructions for Table D an Offeror submitting a hosted (“cloud”) proposal does not need to complete Exhibit E, Table D – Required Servers.

The cost proposal may not be amended by the Offeror as a result of increased understanding gained during the Pre-award Phase. It may only be amended by scope changes proposed by the State during the Pre-award Phase. Schedule extensions will not justify cost increases at any time during the Pre-award Phase or the implementation period of the project.

Scoring of Cost

Cost will be evaluated based on a ten-year total cost of ownership. Prior to scoring the cost proposals, Pacific Technologies, Inc. (PTI), the State’s procurement consultant, will normalize costs to determine total cost of ownership. PTI will adjust proposed costs as needed to remove the cost of third-party software licenses that the State may already have, or other system components that already exist within the State’s architecture – and as such, the State would not need to purchase as part of the new administrative system. Similarly, PTI will add the costs of all necessary third-party software required to be purchased by the State to implement the Offeror’s proposed solution as well as State resources, identified in Exhibit D4, required for the implementation.

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~~The State is open to considering a software-as-a-service, "cloud computing" option. Offerors proposing these solutions will have their cost proposal reduced by the amount of expected long-term labor savings. The cost estimates are being analyzed at the time of the RFP release, and the amount will be provided as an amendment to the RFP.~~

~~Normalization adjustments to an Offeror's cost will be discussed and clarified with the Offeror for agreement. The State reserves the right to determine the final normalized total cost of ownership to be used in the evaluation process.~~

~~If any proposal has a ten-year total cost of ownership (calculated as described above) that exceeds 50% above or below the average ten-year total cost of ownership of all proposals, the State reserves the right to not consider the proposal.~~

~~The cost proposal may not be amended by the Offeror as a result of increased understanding gained during the Pre-award Phase. It may only be amended by scope changes proposed by the State during the Pre-award Phase. Schedule extensions will not justify cost increases at any time during the Pre-award Phase or the implementation period of the project.~~

The cost proposals will be evaluated against each other regardless of the solution type (traditional licensed software or hosted model). The State will not adjust, in any manner, an Offeror's cost proposal.

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Sections 2.13 and 2.14, including applicable Alaskan Bidder Preference as described therein.

In the example below, Offeror 2 is awarded the maximum points for cost as their final normalized cost is the lowest.

Cost Scoring Example

	Cost Offered	Normalized Cost Offered	5% Alaskan Bidder Preference Discount	Final Normalized Cost	Award Points
Offeror 1	\$1,250,000.00	\$1,162,500.00	(\$58,125.00)	\$1,104,375.00	242.74
Offeror 2	\$1,075,000.00	\$1,128,750.00	(\$56,437.50)	\$1,072,312.50	250.00
Offeror 3	\$1,500,000.00	\$1,410,000.00	(\$70,500.00)	\$1,139,500.00	235.26
Offeror 4	n/a	n/a	n/a	n/a	n/a
Offeror 5	\$1,375,000.00	\$1,416,250.00	n/a	\$1,416,250.00	189.29
Offeror 6	\$1,195,000.00	\$1,171,100.00	(\$58,555.00)	\$1,112,545.00	240.95
Offeror 7	\$1,425,000.00	\$1,439,250.00	(\$71,962.50)	\$1,367,287.50	196.06
Offeror 8	\$1,155,000.00	\$1,178,100.00	n/a	\$1,178,100.00	227.55

Points shall be awarded to each Offeror based on the formula outlined in Section 2.14 and will be included in the Offeror's total score for Filter 2.

Attachment/Exhibit E – Cost Proposal

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 as well as a cost normalization process as set out in Section 7.04 of the RFP to evaluate costs. The cost of State personnel contained in Exhibit D4 will also be taken into consideration in determining the Total Cost of Ownership.~~

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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.

NOTE: Attachment/Exhibit E have been revised and the originally issued versions on the State's Online Public Notice website have been replaced. Only the instructions for Attachment/Exhibit E have been revised, all other content remains unchanged.

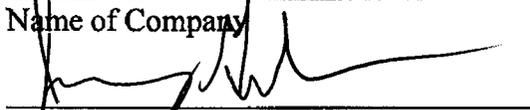
All terms and conditions not modified by this amendment remain in full force and effect.

IMPORTANT:

This is a **mandatory return** Amendment because it constitutes a material change that requires interested parties to understand and acknowledge. Please complete the information below and return this document with your proposal.

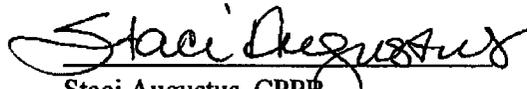
CherryRoad Technologies Inc.

Name of Company


Authorized Signature
Jeremy Gulban, President

10/08/2010

Date


Staci Augustus, CPPB
Procurement Officer

Phone: (907) 465-5656

TDD: (907) 465-2205

FAX: (907) 465-2194

**STATE OF ALASKA RFP NUMBER 2010-0200-9388
AMENDMENT NUMBER THREE**

RETURN THIS AMENDMENT WITH PROPOSAL TO THE ISSUING OFFICE AT:



Department of Administration
Division of Admin Services
PO Box 110208
Juneau, Alaska 99811-0208

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: August 27, 2010

RFP TITLE: Statewide Administrative Systems Replacement Project

DEADLINE FOR RECEIPT OF PROPOSALS: 1:30pm, Alaska Time, October 1, 2010.

Important Note To Offerors: In order for your proposal to be considered responsive, this amendment, in addition to your original proposal and other required documents, must be signed, dated, and received by the issuing office prior to the time set for receiving proposals.

This Amendment is issued to make the following changes and provide responses to questions submitted by Offerors for clarification.

Please note that the numbering of the changes and questions has continued from the previous amendment.

CHANGES TO RFP:

3. The RFP has been amended in the following sections, as shown, to clarify content of the solicitation. Please note that changes to the RFP sections are listed below with deletions shown as a ~~strike through~~ and additions identified as *bold italic*.

1.04 Budget

Department of Administration, Division of Finance, estimates a budget of between \$30 and \$35 million dollars for completion of this project to implement the solution. If a competitive procurement determines the cost to be higher, the department may request additional funding or reduce the scope of the implementation.

Although the State is soliciting proposals for a fully integrated ERP solution, the State envisions a phased approach for the different modules with related software and maintenance payment schedules based on the implementation timeframe for each module.

1.14 Subcontractors

Subcontractors may be used to perform work under this contract. If an Offeror intends to use subcontractors, the Offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

The Offeror must provide the following information (refer to Attachment *A1 A4*) concerning each prospective subcontractor with their proposal:

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- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Alaska business license; and
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An Offeror's failure to provide this information will cause the State to consider their proposal non-responsive and reject it. After contract approval, the Contractor may substitute a subcontractor for another only at the discretion and prior written approval of the State project directors.

1.25 Glossary

Term	Definition/Description
Cloud	<i>Style of computing where scalable and elastic IT-related capabilities are provided as a service using internet technology.</i>

2.07 Minimum Requirements

Offerors must propose a fully integrated software solution that encompasses at least financial, procurement, and human resources administrative functions in order to be deemed responsive.

In addition, an Offeror's proposal must demonstrate that their proposed solution meets at least 80% of the functional requirements, as defined by a check in the 'Meets' column of Exhibit F. The State will conduct a scripted Vendor Demonstration as an initial task in the Pre-award phase whereby responses to requirements will be confirmed.

3.01 Contract Type

The contracts resulting from this RFP will be for:

1. ~~Licensing and~~ Implementation of software solution: Firm fixed price contract with no adjustments.
2. ~~Licensing and~~ Ten Year Maintenance and Support: The initial four-year contract will be a firm fixed price; CPI adjustments may be requested at the beginning of each of the three two-year renewals.

4.03 Statewide Administrative Systems Replacement Project

The State envisions employee and vendor self-service as two outcomes of this project. Linking the procurement and payment processes using a unified vendor file will be a substantial business process change affecting a broad number of State employees; as will a central customer file for tracking *accounts receivable and* revenues received. Automating manual processes will require evaluating existing processes against best practices, and focused change management efforts.

The State is currently on a change management learning ~~with the ongoing~~ curve with the ongoing implementation of ASSET. We are establishing a change management team and dedicating the resources necessary to make that implementation successful. The lessons learned on this project will translate directly into the implementation of

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the Statewide Administrative Systems. The State has no certified Change Management Professionals on staff. The Contractor is expected to bring organizational change management expertise for the software implementation to the project to assist the State's assigned change management resources.

5.01 Overview

The State of Alaska, Department of Administration, is soliciting proposals on behalf of all State agencies to license and implement a comprehensive, integrated, statewide administrative system. This solution is required to interface with several applications currently used by the State as listed in Attachment I.

The State anticipates procuring the following products and services as part of the Statewide Administrative Systems Replacement project:

1. An integrated finance, procurement, human resources, and payroll application, including:
 - a. General ledger
 - b. *Fund accounting*
 - c. *Budget compliance and enforcement*
 - d. Accounts payable and disbursements
 - e. Purchasing and e-procurement, including vendor self-service
 - f. Accounts receivable and revenue collections
 - g. Grant and contract management
 - h. Project accounting
 - i. Cost allocation/labor distribution
 - j. Fixed assets
 - k. Human resources management, including personnel actions
 - l. Payroll
 - m. Position control
 - n. Benefits administration, including employee self-service
 - o. Budget development ~~and compliance monitoring~~
2. Comprehensive implementation services, including:
 - a. Project management
 - b. Discovery and business rules documentation
 - c. Business process design and software configuration
 - d. Technical architecture and infrastructure design
 - i. Solutions that propose a licensed product must comply with the State's standards and hardware specifications, including production, quality assurance, development, and fail-over environments that comply with State standards provided in Attachment N
 - e. Communication and change management support
 - f. Data conversion
 - g. Interface development
 - h. Custom reports development
 - i. Custom workflow development
 - j. Custom forms development
 - k. Application testing
 - l. User and technical operations training
 - m. Knowledge transfer to State personnel

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- n. Post go-live stabilization
- 3. Associated process re-engineering services
- 4. Ten years of software maintenance

The State is interested in a solution that is configurable to accommodate complex business rules for finance, procurement, and human resources management, and proposes minimal customization necessary to meet the State's functional requirements in Attachment F. Offerors should use these requirements to determine the modules proposed in order to address the functional scope of the effort. In addition, the State is expecting the Contractor to analyze existing business processes and recommend business process changes where the State could benefit by adopting best practices.

Due to labor resource constraints, the State has a strong preference for a phased implementation, with the financial and procurement modules implemented first, ~~and the~~ *followed by* human resources modules *and potentially budget development following, and with* minimal overlap between the phases. The State does not have mandated or required "go-live" dates ~~for either phase.~~

Although the State is soliciting proposals for a fully integrated ERP solution, the State envisions a phased approach for the different modules with related software and maintenance payment schedules based on the implementation timeframe for each module.

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5.02 System Sizing

Current Functional Statistics

Operating Budget	Count	Frequency
Operating Budget FY 2011	\$7.3 billion	Not applicable
Accounts Payable	Count	Frequency
Active Vendors	48,000	Ongoing
Accounts Payable Checks	300	Daily
Employee Reimbursement Checks	100	Daily
Asset Inventory	Count	Frequency
Total Assets/Inventory Items	50,000	Ongoing
Contract Management	Count	Frequency
Current Contracts	15,000	Annually
General Ledger	Count	Frequency
Active Funds	400	Ongoing
General Ledger Journal Entries	12,000	Monthly
HR/Payroll	Count	Frequency
Number of Active Employees	21,075	Not applicable
Employee Bargaining Units	13	Not applicable
Number of Retirees/Pensioners	36,900	Not applicable
Payroll Disbursements	20,000	Bi-weekly
Payroll Direct Deposits	16,500	Bi-weekly
4099Rs	40,500	Not applicable
W-2s	25,000	Annually
Purchasing	Count	Frequency
Purchase Orders	300	Daily
Number of Active P-cards	6,500	Not applicable
P-card transactions	260,000	Annually

5.03 Maintenance and Support

The State requires the Offeror to propose an ongoing maintenance and support program that meets the following parameters:

1. Standard service hours – Monday-Friday 8:00 am to 5:00 pm Alaska standard time, excluding State holidays. During these times, while the maintenance and support program is in effect, Contractor will provide minimum service levels and timelines as follows:
 - a. Type A Malfunction – Contractor will respond to all reported Type A Malfunctions within 30 minutes of receiving notification of the Type A Malfunction. Correction of this type of Malfunction will begin immediately. Contractor will assign qualified technical staff for continuous work until the reported Malfunction has been resolved. If such a problem is not resolved within eight hours after receipt of a Type A Malfunction notice from State, Contractor will escalate its efforts toward resolution by adding staff and/or sending technical/support staff to the State’s location.

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- b. Type B Malfunction – Contractor will respond to all reported Type B Malfunctions within two hours of receiving notification of the Type B Malfunction. This type of Malfunction will be corrected within two business days.
 - c. Type C Malfunction – Contractor will respond to all reported Type C Malfunctions within four hours of receiving notification of the Type C Malfunction. This type of Malfunction will be corrected by Contractor within five business days.
2. After hours service – Monday-Friday before 8:00 am and after 5:00 pm Alaska standard time, on weekends, and State holidays. During these times, while the maintenance and support program is in effect, Contractor will provide minimum service levels and timelines as follows:
- a. Type A Malfunction – Contractor will respond to all reported Type A Malfunctions within two hours of receiving notification of the Type A Malfunction. Correction of this type of Malfunction will begin immediately. Contractor will assign qualified technical staff for continuous work until the reported Malfunction has been resolved. If such a problem is not resolved within the sooner of 16 hours after receipt of a Type A Malfunction notice from State, or within eight hours after the start of the next State regular business day, Contractor will escalate its efforts toward resolution by adding staff and/or sending technical/support staff to the State's location.
 - b. Type B Malfunction – Contractor will respond to all reported Type B Malfunctions within two hours after the start of the next regular State business day. This type of Malfunction will be corrected within one business day after that start.
 - c. Type C Malfunction – Contractor will respond to all reported Type C Malfunctions within four hours after the start of the next regular State business day. This type of Malfunction will be corrected within five business days after that start.
3. Malfunction classifications – “Malfunction” means a defect of the licensed software that degrades its use. Three levels of malfunction classifications are:
- a. Type A Malfunction – 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.
 - b. Type B Malfunction – This is a defect of the licensed software that degrades its use, including defects that cause the software to produce incorrect results.
 - c. Type C Malfunction – This is a defect that causes only minor impact on the use of the software. This includes all Malfunctions that are not considered Type A or Type B.

New releases of the licensed software will be provided to the State at no additional cost as specified in Section 3.1 of Appendix C to Attachment H.

6.01 Instructions Overview

All submittal documents must be on standard 8½” x 11” paper. The templates provided as attachments to the RFP 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) may result in the Offeror's entire proposal being found non-responsive. The proposal should be stapled, *binder clipped, or paper clipped* (and not bound) to facilitate easy handling, photocopying, and reading by the PEC. No faxed or emailed proposals will be considered. The proposal must be received by the date and time specified in the "Deadline for Receipt of Proposals" subsection 1.01. Late submittals will not be considered.

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7.04 Cost (250 Points)

Offerors must submit their cost proposal as Exhibit E. Offerors must itemize all costs for application software, system software, professional services by required deliverable, other one-time expenses, annual maintenance, ongoing expenses, required servers and other technical components, and staffing rates. Cost will be evaluated based on the ten-year total cost of ownership provided by Offerors in Exhibit E. If any proposal has a ten-year total cost of ownership that exceeds 50% above or below the average ten-year total cost of ownership of all proposals, the State reserves the right to not consider the proposal.

The server hardware for a traditional licensed proposal must be listed in Exhibit E, Table D – Required Servers; however no associated cost is required and this component of the Offeror’s solution will not be factored into the ten-year total cost of ownership. As stated in the instructions for Table D an Offeror submitting a hosted (“cloud”) proposal does not need to complete Exhibit E, Table D – Required Servers.

The cost proposal may not be amended by the Offeror as a result of increased understanding gained during the Pre-award Phase. It may only be amended by scope changes proposed by the State during the Pre-award Phase. Schedule extensions will not justify cost increases at any time during the Pre-award Phase or the implementation period of the project.

7.12 Cost Reasonableness

To ensure the optimum use of public funds, the State will review the cost reasonableness of the prioritized Offerors in the following manner:

1. If the highest ranked Offeror’s ten-year total cost of ownership is within the State’s means and within 5% of the next highest ranked Offeror’s ten-year total cost of ownership, the State will invite the highest ranked Offeror to the Pre-award Phase.
2. If the highest ranked Offeror’s ten-year total cost of ownership is within the State’s means, but the highest ranked Offeror’s ten-year total cost of ownership is more than 5% greater than the second highest ranked Offeror’s ten-year total cost of ownership, the State reserves the right to invite the second highest ranked Offeror to the Pre-award Phase.
3. If the highest ranked Offeror’s ten-year total cost of ownership exceeds the State’s means, the State reserves the right to invite the next highest ranked Offeror whose ten-year total cost of ownership falls within the State’s means.

7.13 Pre-award Phase

The Pre-award Phase will be evaluated as a pass/fail for the Offeror that has been invited to participate in this Filter.

At any time during the Pre-award Phase, if the State is not satisfied with the progress being made with the invited Offeror *or determines that the Offeror’s Exhibit F Software Functionality and Technical Requirements have been misrepresented*, the State may terminate the Pre-award Phase activities with that Offeror. The State may then commence a new Pre-award Phase with the next highest ranked Offeror.

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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. ~~The cost of the estimated State labor effort will be included in the Total Cost of Ownership for evaluation.~~

Attachment/Exhibit F Software functionality and Technical Requirements

A number of duplicate requirements (25) were identified in Attachment/Exhibit F which have been removed. The duplicate entries are listed below with the deleted requirement identified with a strikethrough.

Duplicate	ID Num	Requirement Area	Requirement Subcategory	Requirement Name	Requirement
1	4259	Financial	(CAFR) Accounting	General Ledger	System shall allow users to process transactions online real time or in batch mode.
1	5118	System and Technical	General	General	System shall allow users to process transactions online real time or in batch mode.
2	0102	Budget	Control/Execution	Accounting Control	System shall provide edits that restrict expenditures based on available fund and appropriation balances a fund inquiry screen that displays the available fund budget and actual balances (original appropriations, adjusted appropriations, lapse release, estimated revenue, actual revenue, encumbrances, and expenditures).
2	4382	Financial	Gross-Cutting	TANAB for Funds and all Structures	System shall provide a fund inquiry screen that displays the available fund budget and actual balances (original appropriations, adjusted appropriations, estimated revenue, and expenditure) for all structures.
3	3289	Payroll	Payroll Accounting	Taxes	System shall maintain all employee information required for W-2 reporting in both print and electronic media formats for federal, state, and local taxing authorities.
3	3292	Payroll	Payroll Accounting	Taxes	System shall maintain all employee information required for W-2 reporting in both print and electronic media formats for federal, state, and local taxing authorities.
4	4030	Procurement	Contracts	Word Processing	System shall provide ability to create/edit/save documents with standard word processing functionality such as spell-check, view, insert, format, tables, etc.
4	4444	Procurement	Vendor	Word Processing	System shall provide ability to create/edit/save documents with standard word processing functionality (e.g., spell check, view, insert, format, tables, etc.).
5	4099	Procurement	Inventory Management	General	System shall provide a variable length free-form character field available for describing special handling requirements, including but not limited to: *hazardous material classification; *storage requirements; *special clothing requirements; *special instructions for handling and disposal; *spill response; *shelf life; and *notification requirements. System shall provide a variable length character field showing requirements for maintaining or servicing item and also allow for link to Material Safety Data Sheet (MSDS) information system.
5	4115	Procurement	Inventory Management	General	System shall provide a variable length free-form character field or notepad, to describe special handling requirements, including but not limited to: *Hazardous material classification; *Storage requirements; *Special clothing requirements; *Special instructions for handling and disposal; *Spill response; and *Notification requirements.
6	4195	Procurement	Purchase Orders	Delivery Date	System shall provide ability to specify and track (e.g., identify, record, inquire, report) a delivery date.
6	4258	Procurement	Purchase Requisitions	Delivery Date Tracking	System shall provide ability to specify and track (e.g., identify, record, inquire, report) a delivery date.

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7	5004	System and Technical	Access Control	Screens	System shall limit display on system menus to the application module, function and screen options to which the user has access. "Graying out" options is not permitted by the security rules and does not meet this requirement.
7	5232	System and Technical	Security	Access Control	System shall limit display on system menus to the application module, function and screen options to which the user has access. "Graying out" option not permitted by the security rules <i>and</i> does not meet this requirement.
8	5006	System and Technical	Access Control	Single Password	System shall allow the user to logon once to access all applications available to that user.
8	5230	System and Technical	Security	Access Control	System shall allow the user to logon once to access all applications available to that user.
9	5036	System and Technical	Data Extracts and Interfaces	XML Support	System shall provide an integrated data mapping facility for system data, at the field level, to or from data fields contained in a formatted XML document.
9	5037	System and Technical	Data Extracts and Interfaces	XML Support	System shall provide integrated support for XML including the ability to send and receive system data in XML format.
10	5103	System and Technical	General	Backup/Recovery	System shall provide for automatic daily incremental back-up of all system files with periodic full back-up of the complete system.
40	5273	System and Technical	Security	Disaster Recovery	System shall provide for automatic daily incremental back-up of all system files with periodic full back-up of the complete system.
11	5105	System and Technical	General	Backup/Recovery	System shall allow the recovery of the last completed unit of work to ensure file/data integrity for all in-process transactions.
44	5270	System and Technical	Security	Disaster Recovery	System shall allow the recovery of the last completed unit of work to ensure file/data integrity for all in-process transactions.
12	5111	System and Technical	General	Documentation	The vendor shall provide electronic documentation of the as-built system. Examples include, but are not limited to: <ul style="list-style-type: none"> * system flowcharts; * system narratives; * program flowcharts; * program narratives; * functional flowchart; * business procedural documentation; * source code and/or full documentation of customizations; * user manuals; * crosswalk of files and tables; * entity relationship diagrams; * data dictionary; * database layout; * system administration procedures; and * system backup/recovery plan; <i>and</i> * system disaster recovery plan.
12	5438	System and Technical	General	System Documentation	Vendor deliverables shall include system documentation that includes at a minimum, but is not limited to the following delivered in four hard copies, one editable electronic copy in its original source file and a PDF version: <ul style="list-style-type: none"> * System flowcharts; * System narratives; * Program flowcharts; * Program narratives; * Functional flowchart; * Business procedural documentation; * Source code and/or full documentation of standard Application Programming Interfaces (APIs) and standard user exits; * User manuals (electronic and hard copies); * Screen layouts; * Report layouts; * Crosswalk of files and tables used to programs; * Entity relationship diagram; * Data dictionary; * Database layout; * Database set up procedures; * System implementation and update procedures; * System administration procedures; * System backup and recovery plan; and * System Disaster Recovery Plan.
13	5120	System and Technical	General	General	Any middleware/business logic component shall be a commercially available product and require prior State approval.
43	5436	System and	General	Middleware	Any middleware/business logic component of the system shall be a

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		Technical			commercially available product:
44	5236	System and Technical	Security	Access Control	System shall provide access restriction capability. Examples include but are not limited to: * Applications; * Screens and tables; * Data elements; * Functions (add, change, delete, inquiry, etc.); * Electronic documents (electronic approvals); * Business event; * Organizational unit; and * Accounting period (prior, current, etc.).
14	5237	System and Technical	Security	Access Control	System shall provide access restriction capability. Examples include, but are not limited to: * Applications; * Screens and tables; * Data elements; * Functions (e.g., add, change, delete, and inquiry); * Electronic documents (electronic approvals); * Business event; * Organizational unit; and * Accounting period (e.g., prior and current).
15	5239	System and Technical	Security	Access Control	System shall provide online inquiry into the security table. The security table shall be encrypted and not allow for viewing of password information.
45	5240	System and Technical	Security	Access Control	System shall provide online inquiry into the security table. The security table will be encrypted and not allow for viewing of password information.
16	5241	System and Technical	Security	Access Control	System shall provide role based multi-level security controls.
46	5242	System and Technical	Security	Access Control	System shall provide role based multi-level security controls.
17	5249	System and Technical	Security	Access Control	System shall provide the ability to restrict access to the application database(s) from outside the application programs.
17	5250	System and Technical	Security	Access Control	System shall provide the ability to restrict access to the application database(s) from outside the application programs.
18	5255	System and Technical	Security	Access Control	System shall require a user whose password has expired to change the password prior to accessing the system.
48	5304	System and Technical	Security	Password	System shall require a user whose password has expired to change the password prior to accessing the system.
19	5256	System and Technical	Security	Access Control	System shall restrict access to the database, maintain database process controls, and log all database transactions.
49	5257	System and Technical	Security	Access Control	System shall restrict access to the database, maintain database process controls, and log all database transactions.
20	5261	System and Technical	Security	Audit Trail	System shall provide an audit trail of user access and unauthorized attempts to access the system.
20	5265	System and Technical	Security	Auditing	System shall provide an audit trail of user access and unauthorized attempts to access the system.
21	5262	System and Technical	Security	Audit Trail	System shall provide an automated audit trail of, and the ability to selectively report on, changes, additions, deletions, deactivations for all transactions/business events/records, profiles and source tables, which would include at a minimum date, time and user ID.
21	5266	System and Technical	Security	Auditing	System shall provide an automated audit trail and the ability to selectively report on changes, additions, deletions, deactivations for all transactions/business events/records, profiles and source tables, including date, time, user id and terminal IP address.
22	5293	System and Technical	Security	Password	System shall ensure that each user ID defines a password with a minimum length of eight (8) alphanumeric characters.
22	5294	System and Technical	Security	Password	System shall ensure that passwords have a minimum length of eight (8) alphanumeric characters.
23	5295	System and Technical	Security	Password	System shall mask password entry so passwords cannot be viewed while being entered.
23	5296	System and Technical	Security	Password	System shall mask password entry so that passwords cannot be viewed while being entered.
24	5298	System and Technical	Security	Password	System shall provide ability to disable log-on capabilities if unsuccessful password entry is attempted after a parameter-driven number of unsuccessful attempts. System shall provide the ability for automatic notification of security administrator upon disabling log-on capabilities.
24	5299	System and Technical	Security	Password	System shall provide the ability to disable log-on capabilities if

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		Technical			unsuccessful password entry is attempted after a parameter driven number of unsuccessful attempts. The system shall provide the ability to automatically notify the security administrator upon disabling log on capabilities.
25	5301	System and Technical	Security	Password	System shall provide the ability to establish multiple table driven timeframes for which selected passwords will expire if not changed.
26	5302	System and Technical	Security	Password	System shall provide the ability to establish parameter driven, multiple timeframes for which selected passwords will expire, if not changed.

END CHANGES TO RFP

The questions below are from the best value and pre-proposal presentations held on Tuesday, August 17th, along with written questions received by the procurement officer through Tuesday, August 24th. The response to questions from both presentations is provided as the answer with any clarification preceded with **Clarification**.

QUESTIONS/ANSWERS

- Q2. If the system implementer documents personnel for the following positions, does that accomplish the minimum requirement for Attachment D? Project Manager, Technical Lead, Finance/Procurement Functional Lead, Business Process Reengineering Lead, and Training Lead.
- A2. While those personnel are the minimum, the State also expects proposals to identify all other "functional types" of staff with substantial hours on the project. A named resource does not have to be associated with a 'functional type' staff. Please refer to Attachment/Exhibit D1.

Note: The original question referred to key resources that were presented during preliminary best value sessions, the stated question lists key resources that are contained in the RFP Section 7.08.

- Q3. Does the State of Alaska have a preferred hardware vendor? Reference Section 5.02 of the RFP.
- A3. Please refer to Attachment N for the State's information technology standards. The State will work with the Pre-award vendor to identify any hardware that the State will purchase to support a licensed solution.
- Q4. Even though it is not listed in Section 1.10 of the RFP, the assumption is that an Offeror is not precluded from submitting a proposal where the State purchases the software, but the software is hosted on the vendor's hardware.
- A4. See questions Q41 and Q43 for response.
- Q5. What does the 30 - 35 million dollar budget documented in Section 1.04 include? For instance, does it include software and hardware purchase along with 10 years of support?
- A5. Section 1.04 provides an estimated budget for completion of this project to implement the solution. The implementation would include the software and hardware purchase, but not the ten years of support.
- Q6. Per Attachment B, page B5 and B6, does the state require original reference Evaluator signature or is electronic reference Evaluator signature acceptable?
- A6. See question Q21 for response.
- Q7. Could the State please provide a deadline for submission of clarification questions or is the deadline noted in Section 1.07 ten days prior to the deadline for receipt of proposals?
- A7. The deadline for submission of questions is ten days prior to the deadline for receipt of proposals.
- Q8. Can the State please provide additional clarity for Section 1.10-Alternate Proposals. If the Offeror plans to submit an alternate proposal (a traditional license model proposal as well as a hosted model proposal), is the Offeror required to submit complete proposals (Exhibits A-F) for each proposal?

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- A8. Per Section 1.10, the paragraph following the two options states, "Each proposal must be a complete proposal that stands alone for evaluation and must be submitted separately as described in Section 1.01."
- Q9. Could the State please confirm that the Sample Systems Configuration document requested in Exhibit D2 should be attached immediately behind the Exhibit D2 form?
- A9. Yes, please attach the Sample Systems Configuration document immediately behind Exhibit D2.
- Q10. Can an additional deliverable row for 'Other Deliverables' be added to the 27 Deliverable listed in Exhibit D4 as is included in Exhibit E, Table E?
- A10. Yes.
- Q11. Should the subcontractor's written statement mentioned in Exhibit A1 be attached immediately behind Exhibit A1, or behind Exhibit A4, or in some other location in the response?
- A11. Please attach subcontractors' written statements immediately behind Exhibit A1.
- Q12. In the instructions to Attachment E, Table A-Application Software Costs, there is a reference to Tab 4. Should this reference be Table I?
- A12. Yes, please use Exhibit E, Table I on Tab 4 for a cloud solution and Exhibit E, Table H on Tab 4 for a traditional licensed solution. Only one of these tables should be submitted with a proposal.
- Note:** Exhibit E, Table J on Tab 4 must be completed regardless of the type of solution.
- Q13. On which form does the subcontractor information requested in RFP section 1.14 belong?
- A13. Please provide the information requested in RFP Section 1.14 in Exhibit A1, in the area identified for subcontractors.
- Note:** Section 1.14 has been corrected in Amendment Three to reference the correct location for subcontractor information as Exhibit A1.
- Q14. Where in the proposal response should the Supplemental Response Document referenced in Exhibit A4 be included?
- A14. The supplemental response documents should be included in the referenced exhibit, for example, Subcontractor forms should be included in Exhibit D1.
- Q15. Duplicate requirements appear to be listed in Attachment F - Software Functionality and Technical Requirements.
- A15. Yes, a number of duplicate requirements (25) were identified in Attachment/Exhibit F which have been removed in Amendment Three.
- Q16. Requirement 5305 states - System shall provide the ability to install security patches in compliance with State Security Policies. How is a copy of the State Security Policies obtained for review?
- A16. Please refer to Section 4.04 Useful Information and instructions contained in the State of Alaska Enterprise Security Plan section.
- Q17. Can the State please provide clarification on Section 3.01 Contract Type. Section 3.01 lists two contracts that will result from this RFP.
1. License and Implementation of the software solution
 2. Ten Year Maintenance and Support.

However, Attachment G is a standard agreement form for services and Attachment H is a software license and maintenance agreement form. Does the State intend to use Attachment G and Attachment H as the contract

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types and does the State intend to execute Attachment G with the System Implementer and Attachment H with the software vendor.

A17. Section 3.01 Contract Type has been modified as part of Amendment Three to reflect:

1. ~~License and~~ Implementation of software solution
2. *Licensing and* Ten Year Maintenance and Support

Attachment G - Standard Implementation Services Agreement will be used for (1.) Implementation of software solution, while Attachment H - Standard Licensing and Maintenance Agreement will be used for (2.) Licensing and Ten Year Maintenance and Support.

Q18. We are seeking confirmation that the state intends to exclude Maximus from bidding on the state-wide ERP as stipulated in Maximus' contract with the State of Alaska under RFP Number 2003-0200-3511.

A18. See question Q33 for response.

Q19. If an Offeror does both software and implementation, can they use the same reference in the Past Performance Information (PPI)?

A19. Yes, if an Offeror is both the software developer and the system implementer for a software product then a single reference can be used on both Exhibit B3: Software Product Questionnaire and Exhibit B4: System Implementer Questionnaire. The single reference must be listed on both the Software Vendor Reference List and System Implementer Reference List in Exhibit B2: Reference List; and a separate survey questionnaire completed for each as the questions are different.

Q20. Are you associating a period of time that a module must be in production in order for the client to be a reference in the Past Performance Information (PPI)?

A20. No, if a module is live and the client is using it solely for administrative processing then the module is considered in production status and the client may be used as a reference for PPI.

Clarification: All modules within a systems implementation contract must meet this criteria in order for any of them to be used as a reference for PPI.

Please refer to Amendment 1 Q1.

Q21. Is electronic signature acceptable for the survey questionnaires in Exhibit B5 and B6?

A21. No, an electronic signature is not acceptable. RFP Section 7.03 states, "All returned surveys MUST be completed and signed by the past client."

Q22. Is any consideration given to a PPI references size, budget, employees, etc?

A22. No, not during Filter 1. This type of information will be evaluated in the Strategic Fit component of Filter 2.

Q23. If in the Project Approach the Offeror discloses that they are a consulting arm of the software vendor, is that too much information? We see that as a differentiator.

A23. An Offeror may disclose this information if the statement conforms to RFP Section 7.05 which states, "In order to minimize any bias, the Project Approach 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)."

Q24. In past experience has there been a feedback loop from the PEC to proposals? The page limit on Strategic Fit does not provide much space to thoroughly explain an Offeror's point.

A24. While the State has the ability to ask clarifying questions that the PEC might request, as stated in RFP Section 2.06, an Offeror should not expect this to occur.

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Q25. Originally an HR/payroll resource was listed as a functional area to be interviewed. Is this still the expectation?
A25. Due to the State's preference to implement financial and procurement modules first, followed by the HR/payroll module(s), it would not make sense to interview HR/payroll resources at this point when they may not be available when the next implementation phase occurs.

Q26. If we propose specific implementation personnel for this implementation and they are unavailable at the time of implementation, would that affect the selection?

A26. Yes, if the proposed individuals are not available then that would affect the selection.

Clarification: A significant advantage of the best value process is that these key resources are available during the Pre-award Phase and implementation time period.

Q27. What if proposed key resources are no longer employed by the Offeror?

A27. In the case where a key resource is no longer employed by the Offeror then RFP Section 3.12 applies, "Any change of the project team members named in the proposal must be approved, in advance and in writing, by the State project manager."

Q28. Interviews for the project are scheduled in October while the start date is July. This is challenging for vendors to guarantee availability of personnel.

A28. The start of the project for key resources is really in January for the Offeror invited to the Pre-award Phase. Other members of the project team will join the effort in July, or perhaps sooner depending on how the Pre-award Phase progresses.

Q29. Was one of the five projects that were kicked out during the Pre-award Phase a software (IT) project?

A29. No, it was a service project.

Q30. Is it normal to provide the Offeror invited to the Pre-award Phase with all of the other Offerors' risks? Will the RAVA plans be available to all Offerors?

A30. Yes, as stated in RFP Section 1.13 the State will disclose only the risks identified on the individual Risk Assessments to the Offeror in the Pre-award Phase. All Offerors will have an opportunity after the Notice of Intent to Award to request a copy of any proposal received by the State.

Q31. Will the State be accepting exceptions to Terms and Conditions (T&C)?

A31. Yes, however any full repudiation of T&C would result in a proposal to be deemed non-responsive.

Clarification: Offeror must submit all exceptions to the State's Terms and Conditions in Exhibit D Strategic Fit.

Q32. For Exhibit B4, the System Implementer Survey Questionnaire, is the State seeking public sector projects where the implementer specifically implemented the software solution being proposed for the State of Alaska?

A32. As stated in RFP Section 7.03, "The Offeror is responsible for selecting past clients for the submission of each of their critical components' performance ratings. The Offeror is encouraged to only submit highly satisfied references." A survey questionnaire from a public or private sector client is acceptable.

As stated in Exhibit B2 Reference List, "The reference lists should include the firm's and individual's best, relevant past contracts."

Q33. The State has engaged multiple vendors in the Statewide Administrative Systems Replacement project initiative since 2002 from business case creation to preparation of this RFP (e.g. PTI, Wostmann & Associates Inc., Maximus). Can the State please clarify which vendors are specifically precluded in responding to this RFP?

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A33. The State's current Procurement consultant (Pacific Technology Inc.) and Quality Assurance consultant (Wostmann & Associates) are precluded from responding to RFP 2010-0200-9388. This RFP did not result from consulting services performed by Maximus under RFP 2003-0200-3511, and as such Maximus may respond to this RFP.

The business case which Maximus helped the State create was completed over seven years ago and is available at http://fin.admin.state.ak.us/dof/sysrepl/business_case.jsp and is public information.

- Q34. At the Bidder's Conference, the State indicated that the same individual can be proposed for multiple key staff roles. Can the State please confirm?
- A34. If an Offeror believes a single resource for multiple key staff roles is advantageous then an Offeror may include this approach in their proposal. An interview with specific questions for each of the five functional areas listed in RFP Section 7.08 will be conducted and each interview will receive a separate score.
- Q35. Our solution has been implemented in a number of large public sector sites and our experience is that the number of concurrent users averages 10% of the named users. We do not want the State of Alaska to have to needlessly spend money to acquire more hardware than is necessary to meet the performance standards listed in the RFP. Would the state consider revising the 2,000 concurrent user requirement listed in Section 5.02?
- A35. No, the State declines to revise RFP Section 5.02 System Sizing.
- Q36. Since the video-taped interviews will be included in the contract, will that make them part of the public record with no confidentiality protection? If that is the case, will a response of Trade Secret or Company Confidential be scored as a complete and compliant answer?
- A36. Yes, as stated in RFP Section 1.13, "All proposals and other material submitted become the property of the State of Alaska . . . AS 40.25.110 requires public records to be open to reasonable inspection."

The PEC will score the Interviews based upon the information provided during the interview and an Offeror's written proposal. Also applicable to the Interview, an Offeror has the option to prevent public disclosure under RFP Section 1.13, "Trade secrets and other proprietary data contained in proposals may be held confidential if the Offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so."

- Q37. At the time of the interviews we may have existing contracts that prohibit responding to questions that identify the client and / or the work being performed to support the client; will a response to that effect be scored as complete and compliant?
- A37. The PEC will score the Interviews based upon the information provided during the interview and an Offeror's written proposal.
- Q38. We would like to confirm that for the System Implementer references, only references from the Prime Offeror will be allowed.
- A38. No, the Past Performance Information (PPI) is not limited to the Prime Offeror and must be collected for the proposed Software and System Implementer.

As stated in RFP Section 7.03, "The State will be analyzing Past Performance Information (PPI) on the critical components that are proposed by each Offeror. The information will be in the form of a reference. The critical components that will be evaluated for this RFP include:

- (a) Software Offeror
- (b) System Implementation Offeror"

Q39. Can you please clarify if the State will accept electronic signatures on the PPI Questionnaires?

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A39. See question Q21 for response.

Q40. Is a list of bidder's conference attendees available?

A40. Yes, the list of attendees at the best value and pre-proposal conferences held on Tuesday, August 17th is available at <http://fin.admin.state.ak.us/dof/sysrepl/schedule.jsp> for reference.

Q41. Are the two types of solutions in RFP Section 1.10 the only ones that the State will consider?

A41. Yes, the State is seeking proposals that offer one of the two solution models.

Clarification: An Offeror may propose an alternate solution through the Value Added section of their proposal.

Q42. Since there may be a significant price difference between traditional and hosted models, how will proposals be scored with respect to price?

A42. Amendment Two removed reference to "normalization" of prices associated with an Offeror's proposal. Therefore, there will be no cost adjustments to an Offeror's cost proposals and costs will be evaluated against each other as submitted by the Offeror.

Q43. Can you clarify the use of the terms "software as a service", "cloud", and "hosted solution?"

A43. Amendment Three adds a definition for "cloud" in RFP Section 1.25, "*Style of computing where scalable and elastic IT-related capabilities are provided as a service using internet technology.*"

The State is seeking proposals that offer one of the two solution models:

1. Traditional licensed software models, under which the State will purchase, house, and operate the hardware/software; and
2. Hosted models, under which the Offeror hosts and operates the software and supplies the software as a service.

Clarification: An Offeror may propose an alternate solution through the Value Added section of their proposal.

Q44. Will the State reimburse Offerors for Pre-award expenses?

A44. No, the State will not reimburse expenses for the Pre-award Phase.

Q45. Can you clarify the difference between a subcontractor and joint venture?

A45. A subcontractor is when the contractual relationship is with the Prime Offeror, and the State has no contractual relationship with that subcontractor.

A joint venture is when two or more companies join together for an opportunity and one is identified as the Prime Offeror, or prime contractor.

Either type requires specific information that is referenced in RFP Sections 1.14 Subcontractors and 1.15 Joint Ventures, respectively. Further, one party is identified as the Prime Offeror and has the contractual relationship with the State.

Q46. With regard to subcontractors, what role does the subcontractor fulfill in completing the documents submitted with an Offeror's proposal?

A46. It is up to the Offeror to determine the level of involvement of the subcontractor(s) in completing the components of an Offeror's proposal, as detailed in the RFP, including Attachment A.

Q47. Under RFP Section 1.24, what federal requirements is the State aware of?

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A47. We don't know of any federal requirements.

Clarification: The statement provided during the pre-proposal conference was not a complete response as it related only to the proposal. The State is aware of several federal requirements that apply to what is requested in this RFP, including IRS regulations, OMB Circulars and labor laws. The Contractor will be responsible for ensuring that all federal requirements are met in the solution.

Q48. To receive the Alaska preferences, must the Prime Offeror hold an Alaska Business License? What about a joint venture?

A48. To apply for the Alaska preferences, RFP Section 2.11 states, "At the time the proposals are opened, all Offerors (including all joint venture partners) must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute." Further, to be responsive to the RFP, Offerors, including all joint venture partners and subcontractors must have a valid Alaska Business License.

Q49. In RFP Section 2.17, there are references to two different time frames for protests, can you clarify?

A49. There are two different protest types; one refers to the protest of RFP content, which requires a written protest to be filed with the Procurement Officer at least ten days prior to the deadline for receipt of proposals. The other refers to a protest of the award of a contract or the proposed award of a contract, which requires a written protest to be filed with the Procurement Officer no more than ten days after the Notice of Intent to Award has been issued.

Q50. Clarify the State's intent in RFP Section 4 relating to the Change Management professional and how it correlates to one of the five key resources.

A50. The Business Process Reengineering Lead key resource (Change Management professional) will be responsible for change management and enterprise readiness coordination.

Q51. Section 5.02 does not exactly line up with Section 5.01, can you clarify?

A51. The State has provided sizing information based on existing applications, areas that do not map directly to Section 5.01 indicate deficiencies in our current administrative systems.

Q52. Section 5.01 lists bullet M Budget Development and Compliance monitoring, which conflicts with Attachment I that states the current budget system is viable for ten years, can you clarify?

A52. Section 2.07 lists the minimum system requirements as three modules, financial, procurement, and HR/payroll. The State intends to procure a comprehensive solution and implement functional modules as necessary and budget allows.

Clarification: The State's current accounting system provides budget compliance and enforcement functionality. Amendment Three reorganizes RFP Section 5.01, products and services, as follows:

1. An integrated finance, procurement, human resources, and payroll application, including:
 - a. General ledger
 - b. *Fund accounting*
 - c. *Budget compliance and enforcement*
 - d. Accounts payable and disbursements
 - e. Purchasing and e-procurement, including vendor self-service
 - f. Accounts receivable and revenue collections
 - g. Grant and contract management
 - h. Project accounting
 - i. Cost allocation/labor distribution
 - j. Fixed assets
 - k. Human resources management, including personnel actions

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- I. Payroll
- m. Position control
- n. Benefits administration, including employee self-service
- o. Budget development and ~~compliance monitoring~~

Although the State is soliciting proposals for a fully integrated ERP solution, the State envisions a phased approach for the different modules with related software and maintenance payment schedules based on the implementation timeframe for each module.

Q53. Current Functional Statistics table in Section 5.02 references 1099R and retirees/pensioners, which does not match Section 5.01, can you clarify?

A53. It is not the State's intent to include retirees/pensioners as part of the scope of this RFP.

Clarification: Amendment Three removes the reference to the 1099R and retirees/pensioners.

Q54. Can the State clarify the type of binding that is allowed for proposal submission?

A54. The Offeror's proposal should not be that large and we don't want any kind of binding.

Clarification: Amendment Three revises Section 6.01 to state, "The proposal should be stapled, *binder clipped, or paper clipped* (and not bound) to facilitate easy handling, photocopying, and reading by the PEC."

Q55. Section 7.04 contains language referring to a 50% above or below the average ten year cost. Typically Tier II solutions are priced lower than Tier I solutions, how will that language affect a Tier II solution?

A55. The State is open to either a Tier I or II solution; disqualification will not be based on this factor alone.

Clarification: As stated in Section 7.04 and as revised in Amendment Three, "Cost will be evaluated based on the ten-year total cost of ownership provided by Offerors in Exhibit E. If any proposal has a ten-year total cost of ownership that exceeds 50% above or below the average ten-year total cost of ownership of all proposals, the State reserves the right to not consider the proposal."

Q56. Is the State going to also consider the cost of upgrades to licensing and implementation services that typically occur over a ten-year period?

A56. Yes, in Exhibit E, Tab 4, Tables H (traditional licensing), I (cloud), and J, an Offeror must include all costs associated with software maintenance for a ten-year period in its cost proposal.

Clarification: Amendment Three revises Section 5.03 to state, "*New releases of the licensed software will be provided to the State at no additional cost as specified in Section 3.1 of Appendix C to Attachment H.*"

Q57. Will the State publish the total cost of ownership calculation?

A57. If you are referring to normalization as a component of total cost of ownership, then no, Amendment Two eliminated the normalization of an Offeror's cost.

Clarification: In Amendment Three, the phrase "total cost of ownership" has been revised to "total cost." An Offeror's cost proposal must include total costs for a ten-year period as specified in Exhibit E.

Q58. Can you clarify whether the client interviews and the demonstrations will be on consecutive days?

A58. The interviews and demonstrations will not be scheduled back to back for a specific Offeror.

Clarification: There are two separate components, interviews and client demonstrations, which will be held separately and scheduled to allow adequate time for Offeror participation in both components.

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1. The State intends to schedule interviews for Offerors on consecutive days, one Offeror in the morning and one in the afternoon. Interviews will be conducted in Juneau, Alaska and the named key resources must be present as stated in Section 7.08, Important Note.
2. The State intends to schedule client demonstrations, as stated in Section 7.09, for Offerors on consecutive days, one Offeror in the morning and one in the afternoon. Travel to Juneau is not expected for the client demonstrations as the State anticipates these to be conducted as on-line meetings.

Q59. In Section 3.10, it talks about ten years of additional maintenance and support; can the State clarify total cost of ownership and particularly the terms of the contract?

A59. There are two different contracts that result from this RFP, Attachment G: Standard Implementation Services Agreement (System Implementer) and Attachment H: Standard Licensing and Maintenance Agreement (Software).

Clarification: In Amendment Three, the phrase "total cost of ownership" has been revised to "total cost." An Offeror's cost proposal must include total costs for a ten-year period as specified in Exhibit E. In addition, Amendment Three revises Section 3.01 to state, "The contracts resulting from this RFP will be for:

1. ~~Licensing and~~ Implementation of software solution: Firm fixed price contract with no adjustments.
2. **Licensing and** Ten Year Maintenance and Support: The initial four-year contract will be a firm fixed price; CPI adjustments may be requested at the beginning of each of the three two-year renewals."

In addition, Amendment Three revises Section 1.04 to state, "*Although the State is soliciting proposals for a fully integrated ERP solution, the State envisions a phased approach for the different modules with related software and maintenance payment schedules based on the implementation timeframe for each module.*"

Q60. Could you provide additional information regarding the sample configuration document that you have asked for in D2?

A60. The State is looking for a sample that illustrates an Offeror's methodology to documenting business processes, system configuration, or design. Exhibit D2 states, "An excerpt sufficient to demonstrate the typical contents, quality, and detail of your proposed deliverable will suffice."

Q61. Can you clarify if there is a page limitation to Exhibit D2 and D3?

A61. Exhibit D2 states, "Please note that your Sample System Configuration Document cannot exceed three pages (excluding these instructions)."

Exhibit D3 does not have a page limitation; however any full repudiation of Terms and Conditions would result in a proposal to be deemed non-responsive.

Q62. In Section 1.25, can you provide a definition of vendor within the Offeror definition, including whether it includes subcontractors/joint ventures?

A62. The State uses the term "Offeror" up until a contract is signed by all parties and at which point the Offeror would then become the "Contractor." The State has referenced "vendor" in the RFP when referring to a single business entity in the context of doing business with the State.

Q63. In PPI, I am assuming that only the prime system implementer can submit references and that doesn't change at all with a joint venture relationship, can the State clarify?

A63. I would agree to that.

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Clarification: The answer provided during the pre-proposal conference was not accurate. The Past Performance Information (PPI) is not limited to the Prime Offeror and must be collected for the proposed Software and System Implementer.

As stated in RFP Section 7.03, "The State will be analyzing Past Performance Information (PPI) on the critical components that are proposed by each Offeror. The information will be in the form of a reference. The critical components that will be evaluated for this RFP include:

- (a) Software Offeror
- (b) System Implementation Offeror"

Please refer to Q38.

- Q64. Will the State provide a list of Alaskan firms that may be interested in taking an implementation role in the project with a prime software vendor?
- A64. No, it is up to the Offeror to determine and seek a relationship. The State has no role in fostering a business relationship for Offerors responding to this RFP.
- Q65. Regarding Exhibit E, Tab 3, Table E, I assume that the blended rate is for all services not just a specific service, is that correct?
- A65. No, the blended rate is calculated by a formula within the spreadsheet for each listed service (Implementation Function) by taking the total cost for each Implementation Function and dividing it by the hours for that Implementation Function. There is no blended rate for all services.
- Q66. What is the procedure for submitting further questions and will the response be posted on the website or through an amendment?
- A66. RFP Sections 1.01 and 1.07 instructs Offerors to submit questions in writing (email preferred staci.augustus@alaska.gov) to the Procurement Officer. Responses to questions will appear in an official amendment. RFP Section 1.09 states amendments will be posted to the State's Online Public Notice website and provided to interested parties who have registered with the Procurement Officer.
- Q67. Does the State anticipate responding to questions once a week?
- A67. The State intends to release amendments when necessary based on the number and complexity of questions and clarifications. Potential Offerors are encouraged to submit questions and clarifications as soon as possible.
- Q68. With respect to mandatory return amendments, should an Offeror return those prior to the submission of its proposal or should an Offeror return those with its proposal?
- A68. In Exhibit A1, Offerors should identify and acknowledge mandatory return amendments and submit the signed amendments as part of their proposal.

END OF QUESTIONS/ANSWERS

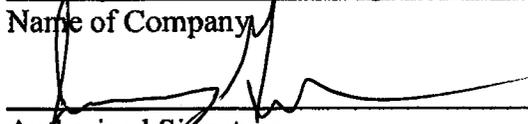
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All terms and conditions not modified by this amendment remain in full force and effect.

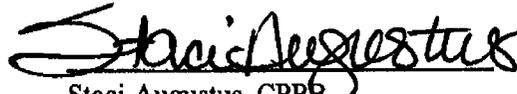
IMPORTANT:

This is a **mandatory return** Amendment because it constitutes a material change that requires interested parties to understand and acknowledge. Please complete the information below and return this document with your proposal.

CherryRoad Technologies Inc.
Name of Company


Authorized Signature
Jeremy Gulban, President

10/08/2010
Date



Staci Augustus, CPPB
Procurement Officer
<mailto:Staci.augustus@alaska.gov>
Phone: (907) 465-5656 TDD: (907) 465-2205
FAX: (907) 465-2194

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RETURN THIS AMENDMENT WITH PROPOSAL TO THE ISSUING OFFICE AT:



Department of Administration
Division of Admin Services
PO Box 110208
Juneau, Alaska 99811-0208

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: September 10, 2010

RFP TITLE: Statewide Administrative Systems Replacement Project

DEADLINE FOR RECEIPT OF PROPOSALS: 1:30pm, Alaska Time, October 1, 2010.

Important Note To Offerors: In order for your proposal to be considered responsive, this amendment, in addition to your original proposal and other required documents, must be signed, dated, and received by the issuing office prior to the time set for receiving proposals.

This Amendment is issued to make the following changes and provide responses to questions submitted by Offerors for clarification. The RFP has been amended in the following sections, as shown, to clarify content of the solicitation. Please note that changes to the RFP sections are listed below with deletions shown as a ~~strike through~~ and additions identified as **bold italic**. Please note that the numbering of the changes and questions has continued from the previous amendment.

CHANGES TO RFP:

4. The numbering of Section 5.04 has been adjusted to identify deliverable 24 as Technical Operations Manual deliverable and subsequent deliverables are renumbered accordingly to match Attachment/Exhibit E.

<p>Go-Live and Post Implementation Stabilization Provide the State with licensed and functioning software configured to meet the State's business needs, loaded with the State's data per the Conversion Plan, and interfaced with other State systems per the Interface specifications. Develop technical and business documentation to support the State's operation and use of the licensed software. Provide technical support after Go-Live.</p>	<p>23. Go-Live and Stabilization Plan The Go-Live and Stabilization Plan will consist of a detailed task plan, including a readiness checklist and resource assignments, to support moving the Licensed Software into Productive Use. It will include a data load and conversion plan and a contingency plan in the event that the Go-Live fails. It will also include a stabilization plan that details Contractor's commitments to stabilization and the transition to full support by State staff.</p> <p>24. Technical Operations Manual An online manual to guide State IT staff in the technical procedures necessary to operate and maintain the licensed software after implementation customized to the State's configuration.</p> <p>24. 25. Business User Manual An online manual to guide end users in the functionality, features and workflow offered by the application, customized to the State's configuration.</p> <p>25. 26. Configured and Licensed Software in Productive Use Implemented Licensed Software in Productive Use.</p> <p>26. 27. Stabilization Services The Contractor provides technical support after Go-Live for an agreed-upon period of time, including identifying and correcting problems.</p>
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5. The State will pay for modules as they are implemented and has made the following changes to reflect this expectation:

1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule changes, the rest of the schedule may be shifted as appropriate.

The length of the contract will be from the date of award, with work to begin approximately July 1, 2011 for the timeframe identified in Offeror's proposal. The contract may be renewed, at the sole discretion of the State of Alaska, for up to ten additional years for maintenance and support of the implemented solution. The maintenance and support contract renewals will be structured in the following increments: four years, two years, two years, and two years. The Offeror must ensure that licensing and maintenance for this period is provided to the State per the Cost Proposal Forms in Attachment E. ***Note that the State will NOT purchase software prior to the initiation of the implementation effort for that software. For example, the State will not purchase the human resources modules until the associated services begin.***

3.08 Payment Procedures

The State will make payments on a deliverable-based payment schedule, as negotiated with the Contractor and contingent upon State acceptance of written documents, software, and services delivered by the Contractor. At the State's option, a Delivery Expectation Document (DED) and a structured walkthrough may be required for each deliverable. The State's initial list of deliverables is contained in Section 5.04 and is subject to the results of the Pre-award Phase and negotiation of a final contract.

Each billing must consist of an invoice with accepted deliverables identified. No payment will be made until the invoice has been approved by the State project manager.

Note that the State will NOT purchase software prior to the initiation of the implementation effort for that software. For example, the State will not purchase the human resources modules until the associated services begin.

7.04 Cost (250 Points)

Offerors must submit their cost proposal as Exhibit E. Offerors must itemize all costs for application software, system software, professional services by required deliverable, other one-time expenses, annual maintenance, ongoing expenses, required servers and other technical components, and staffing rates. ***The cost of each module, regardless of its implementation date, must include ten years of licensing and maintenance pricing.*** Cost will be evaluated based on the ten-year total cost provided by Offerors in Exhibit E. If any proposal has a ten-year total cost that exceeds 50% above or below the average ten-year total cost of all proposals, the State reserves the right to not consider the proposal.

The server hardware for a traditional licensed proposal must be listed in Exhibit E, Table D – Required Servers; however no associated cost is required and this component of the Offeror's solution will not be factored into the ten-year total cost. As stated in the instructions for Table D an Offeror submitting a hosted ("cloud") proposal does not need to complete Exhibit E, Table D – Required Servers.

The cost proposal may not be amended by the Offeror as a result of increased understanding gained during the Pre-award Phase. It may only be amended by scope changes proposed by the State during the Pre-award Phase. Schedule extensions will not justify cost increases at any time during the Pre-award Phase or the implementation period of the project.

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6. In addition, the instructions for RFP Attachment/Exhibit E, Tab 4, Table H-Recurring Costs have been modified to reflect that each module must include ten years of licensing and maintenance pricing as follows:

Attachment/Exhibit E, Tab 4, Table H-Recurring Costs:

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.

Attachment/Exhibit F Software Functionality and Technical Requirements

A number of requirements (11) have been clarified or deleted in Attachment/Exhibit F. The affected requirements are listed below with a ~~strikethrough~~ denoting deletions and **bold italic** representing additions to the language of a requirement.

Action	ID Num	Requirement Area	Requirement Subcategory	Requirement Name	Requirement
Delete	3030	Payroll	Cost-Collector	Labor-Distribution	System shall support a labor distribution process-based on: *Random moment time study results; *Document counts; *PRs issued; *Filled positions; *Hours of service; *Case counts; *Quarterly average of hours spent in specified areas; *Type of claims paid; *Penetration rates; and *Other study data.

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Action	ID Num	Requirement Area	Requirement Subcategory	Requirement Name	Requirement
Revised	3234	Payroll	Payroll Accounting	Leave	System shall calculate lump sum leave pay out based on leave-run-out <i>bargaining unit specific business rules for employment termination.</i>
Revised	3267	Payroll	Payroll Accounting	Payment	System shall calculate multiple cash in percentages of eligible pay and eligible positions <i>to fund employer working reserve.</i>
Delete	4626	Financial	Manufacturing	General	System shall facilitate reporting for each program, project, or fund.
Delete	4626	Financial	Manufacturing	General	System shall support allocating overhead costs (i.e., administrative, sales, or warehouse) to various programs or jobs.
Delete	4627	Financial	Manufacturing	General	System shall support item pricing using a cost plus scheme.
Delete	4628	Financial	Manufacturing	General	System shall support job order as well as process costing.
Delete	4629	Financial	Manufacturing	General	System shall support setting the price of an item without regard to the cost of production.
Delete	4630	Financial	Manufacturing	General	System shall track the physical location of the item.
Delete	4631	Financial	Manufacturing	General	System shall track the sales by customer, salesman, or territory.
Revised	5028	System and Technical	Data Extracts and Interfaces	General	System shall <i>provide a method to update all data for individual records or groups of records. permit updates to all data for individual and multiple groups.</i>

END OF RFP CHANGES

The questions and responses listed below represent all written questions received by the procurement officer through Thursday, September 9, 2010.

QUESTIONS/ANSWERS

- Q69. In Attachment F, Functional Requirement I.D. Number 2026, "System shall provide an internal classification audit tracking and documentation process." Can you explain this requirement?
- A69. The requirement I.D. number 2026 applies to the classification process associated with a position control number.
- Q70. In Attachment F, Functional Requirement I.D. Number 3030, "System shall support a labor distribution process based on:
- *Random moment time study results;
 - *Document counts;
 - *PRs issued;
 - *Filled positions;
 - *Hours of service;
 - *Case counts;
 - *Quarterly average of hours spent in specified areas;
 - *Type of claims paid;
 - *Penetration rates; and
 - *Other study data."
- Can you explain this requirement?
- A70. The State has deleted requirement I.D. number 3030 from Attachment/Exhibit F - Software Functionality and Technical Requirements.
- Q71. In Attachment F, Functional Requirement I.D. Number 3234, "System shall calculate lump sum leave pay out based on leave run out." Can you explain the term leave run?

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- A71. The requirement I.D. number 3234 has been revised to state, "System shall calculate lump sum leave pay out based on bargaining unit specific business rules for employment termination."
- Q72. In Attachment F, Functional Requirement I.D. Number 3267, "System shall calculate multiple cash in percentages of eligible pay and eligible positions." Can you explain this requirement?
- A72. The requirement I.D. number 3267 has been revised to state, "System shall calculate multiple cash in percentages for eligible pay and eligible positions to fund employer working reserve."
- Q73. Is the State expecting a response from a single prime contractor (single Offeror) for software (license and maintenance) and services? Or a combined response which includes sections from a Software Offeror and Systems Implementation Offeror?
- A73. The State requires a combined proposal with a Software vendor and Systems Implementation vendor, the agreement between the two entities must comply with 1.14 Subcontractors or 1.15 Joint Ventures and have a single prime Offeror identified.
- Q74. If the state is accepting of combined responses which may include a single Software Offeror and a single Systems Implementer (with or without subcontractors), who should sign Exhibit A7: Proposal Signature-the Systems Implementer Offeror or the Software Offeror, or both?
- A74. The prime Offeror must sign Exhibit A7: Proposal Signature. RFP Section 2.01, "All proposals must be signed by an individual authorized to bind the Offeror to the provisions of the RFP." It is up to the parties to determine the prime Offeror through their contractual relationship created to respond to the State's RFP.
- Q75. Attachment N, page 8 of 12: Under the "Systems Services" category, on the "Server – OS" row, the State indicates "VMware and Microsoft Virtual PC" are allowable standards, with DD/ITM approval. Will the State allow for a solution containing virtual hosts (servers)?
- A75. Yes, a proposal may use virtual hosting as a solution.
- Clarification:** Virtual hosting is a method for hosting multiple domain names on a computer using a single IP address. This allows one machine to share its resources, such as memory and processor cycles, to use its resources more efficiently.
- Q76. RFP Section 6.01 states, "templates provided as attachments to the RFP must be used, including 10-point Arial font. Modifications to the format of this template (e.g., altering font size,..) may result in the Offeror's entire proposal being found non-responsive." For example, Exhibit A-1 and A-5 have default text size of 11-point. Should the vendor modify the templates' default 11-point font to comply with this 10-point requirement, or keep the field as-is and submit 11-point text?
- A76. Please keep the field text format as they appear in Exhibit A. The fields in question do not have any restrictions on the number of pages that may be submitted with a proposal. Exhibits with a defined page limit must use Arial 10-point format for an Offeror's response.
- Q77. Exhibit F – Requirement 5274, "System shall provide redundant "complete" operations from a second geographically remote data center from the primary data center so users do not perceive a loss of service due to operational failures of the system, application, and database." Is the State's Anchorage data center a viable candidate for the required second location?
- A77. The State will determine the second geographically remote data center for a traditional solution as defined in Section 1.10, "1. Traditional licensed software models, under which the State will purchase, house, and operate the hardware/software." All other proposed solutions must identify and implement the solution at their own second geographically remote data center to meet this requirement.
- Q78. Exhibit F – Requirement 5307, "System shall include either the Cisco Security Agent intrusion prevention tool, or other "Zero Day," non-signature or port-based intrusion prevention solution in compliance with State

STATE OF ALASKA RFP NUMBER 2010-0200-9388

AMENDMENT NUMBER FOUR

Security Policies.” On June 11, 2010 Cisco announced ‘end of life’ and ‘end of sales’ for the Cisco Security Agent (CSA) product, with the last date to order being December 10, 2010. In addition, Cisco has stated there is no replacement for the CSA at this time. Has the State identified substitute product as the new standard intrusion prevention tool?

- A78. The State has a Service Level Agreement (SLA) for Cisco Security Agent (CSA) to cover "existing" licensing through December 31, 2013. In advance of the SLA expiration the State Security Office will identify the replacement product and establish the State standard.
- Q79. Clarification question to Amendment 3, Question 38: The scenario that exists is that there will be multiple system implementers teamed on one response. Implementer X will be the primary Offeror and Implementer Y and Z will be subcontractors to Implementer X. Can just implementer X submit system implementer Past Performance Information or do you allow Y and Z to also submit system implementer Past Performance Information. I ask, because in the math equations there is no representation that Z could be only 5 percent of the bid, but 90 percent of the system implementer Past Performance Information?
- A79. Any firm, not an individual person, identified as part of the Offeror's proposed team, may submit B4: System Implementer Questionnaire to past clients to obtain Past Performance Information.
- Q80. We understand that proposers use a "virtual office" arrangement to acquire the 5% local bidder's preference. Could the State comment on whether it accepts such an approach in order to meet the intent of the bidder's preference?
- A80. Alaska Statute (AS) 36.30.170 sets out the five requirements to qualify as an Alaska bidder and receive the 5% bidder preference and specific to this question, requirement (3) states, "has maintained a place of business within the State staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid;" To qualify, the Offeror must have an office located in the State with at least one employee staffing the office for at least six months prior to the date of the proposal submission. Should any Offeror submit a proposal in which any item, including the requirements to obtain the Alaska bidder preference, is misrepresented, the State may consider the Offeror to be non-responsible.
- Q81. ID numbers 1525 – 1531: In requirement area Financial, requirement subcategory Manufacturing: it is requested for item costing and sales. Can you give me an example on what the State is producing and selling?
- A81. The State has deleted requirement I.D. number 1525 through 1531 from Attachment/Exhibit F - Software Functionality and Technical Requirements.
- Q82. ID numbers 1550 - 1557: In requirement area Financial, requirement subcategory Marketing/Sales/Retail: it appears like this is selling surplus items and assets. Does the State manufacture and sale additional items on the retail market?
- A82. The requirement I.D. numbers 1550 through 1557 refer to tracking of assets that are scheduled for sale through surplus.
- Q83. Based on the volume of information included in Amendment 3, will the State please grant an extension of the current proposal due date of Oct. 1, 2010?
- A83. The State declines to adjust the published schedule in Section 1.02 Contract Term and Work Schedule.
- Q84. The instructions for Exhibit A4 suggest using an 'easy-to-understand naming convention' for the proposal Exhibits to be submitted to the State. Should this naming convention include the Offeror's name even though some parts of the Exhibits must be devoid of company specific identification?
- A84. An Offeror's name may appear in the naming convention of the file name of any electronic attachments to Exhibit A4.

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- Q85.** In RFP Section 5.04 - Deliverables, it appears there is a deliverable number missing from the Technical Operations Manual. Can the State confirm that the Technical Operations Manual should be deliverable Number 24 and the subsequent 3 deliverable numbers should be incremented by 1?
- A85.** Yes, the Technical Operations Manual deliverable was not numbered in Section 5.04 and has been corrected in Amendment Four. The deliverables in Section 5.04 now match Attachment/Exhibit E.
- Q86.** Can the State please provide more specific timeframes for key role interviews so participants can block their calendars?
- A86.** No, at this point in time, the State cannot be more specific with the timeframes, as the number and actual identity of those Offerors selected for interviews is not known.
- Q87.** Can the State please provide more specific timeframes for demos so participants can block their calendars?
- A87.** No, at this point in time, the State cannot be more specific with the timeframes, as the number and actual identity of those Offerors selected for client demonstrations is not known.
- Q88.** Exhibit E, Table E - Professional Services includes a line item of 'Flexible use hours'. How will the State rationalize the variance in the amount of hours that different Offerors would include? Will the State consider removing this line from Table E? Industry norms indicate that 10-15% of total hours are appropriate.
- A88.** The State declines to remove 'Flexible use hours' line from Exhibit E, Table E - Professional Services. It is the Offeror's responsibility to account for all hours in their Cost Proposal to implement their proposed solution. A proposal with "zero" flexible use hours is stating that an Offeror fully understands what is required to perform the scope of work and has accounted for all hours associated with each deliverable.
- Q89.** What language requirements exist for training materials?
- A89.** All training material must be in English.
- Q90.** Are all training materials required to be in compliance with Section 508 of the Rehabilitation Act?
- A90.** Yes, requirement 5064 states, "System shall comply with the Americans with Disabilities Act access requirements."
- Q91.** Is there an expectation that all training content deployed to the end-user community be 100% customized for the State of Alaska (i.e., Alaska logo, all screenshots specific to the State's instance, etc.) or will the State accept an agreed-upon volume of content to be generic in nature as long as the functionality and screens are not different?
- A91.** The State expects the content of the training material to accurately reflect the deployed solution so that end-users are fully capable of using the system.
- Q92.** In Exhibit A4, is there a format that should be used for any Confidential Proposal Contents and Federal Requirements?
- A92.** The State has no specific format requirement for either component of an Offeror's proposal.
- Q93.** In Exhibit A4, should any Confidential Proposal Contents and Federal Requirements be included in the proposal immediately behind Exhibit A4?
- A93.** Confidential Proposal Content that an Offeror is requesting should be attached in a document to Exhibit A4, while the Federal Requirements should be identified in the block provided in Exhibit A4.
- Q94.** Can the System Implementer references required in Exhibit B2 include the references of the System Implementer subcontractors?
- A94.** Yes, please refer to questions Q38 (Amendment Three), Q63 (Amendment Three), and Q79 (Amendment Four).

STATE OF ALASKA RFP NUMBER 2010-0200-9388
AMENDMENT NUMBER FOUR

- Q95. Do software resellers complete Exhibit A5 - Software Offeror Profile?
A95. No, the Software vendor (not reseller) must complete Exhibit A5 - Software Offeror Profile.
- Q96. Will the State allow limited graphics to be included in response to Attachment C: Work Plan and RAVA Plan?
A96. No, Section 7.05 states, "Offerors are NOT allowed to re-create, re-format, or modify the template including altering the font size, font type, font color, adding colors, pictures, diagrams, or any other alterations."
- Q97. Could you please clarify the answer to Q22 in Amendment Number Three. QUESTION: Where in the Strategic Fit component do we list size, budget, employees, etc. Is the answer, In Attachment D, page D-3, under "Technical skills and qualification for the project position?"
A97. The information should be provided on Exhibit B3 as part of the Past Performance Information. This information will be provided to the PEC for consideration and evaluation as stated in Section 7.06, "The PEC will evaluate the qualifications of the Software Offeror's and System Implementation Offeror's personnel and experience."
- Q98. We understand that specific information in Exhibit D1: on page D-3 identified with an * will be withheld from the PEC during evaluation. However, relevant information that may be included under "Education and Certifications" and "Technical Skills and Qualifications" may identify a specific Offeror's software. Can the SI list certifications of particular software and name the software certification? Also, can the SI list client reference names in the qualifications section on page D-3?
A98. The Offeror should list certificates without identifying a particular software product or firm, for example, "Database Administrator Certificate" or "Project Management Professional (PMP) Certificate." State may clarify credentials during the Pre-award phase.

An Offeror should not list client references in Exhibit D but consider, if applicable, using Exhibit B3: Software Product Questionnaire and Exhibit B4: System Implementer Questionnaire.

- Q99. A clarification to Addendum # 3, Question 38- A strong part of our team includes a subcontractor with State ERP qualifications. May we include references (Exhibit B4) from them in our bid submission?
A99. Yes, please refer to questions Q38 (Amendment Three), Q63 (Amendment Three), Q79 (Amendment Four).
- Q100. What ETL tool does the State use with ALDER?
A100. The State uses the Business Objects suite of products that includes Data Integrator as the Extract Transform and Load (ETL) tool.
- Q101. Exhibit F – Requirement 3194, "System shall provide reporting for Federal, State, and Medicare tax requirements." Can the State identify the specific payroll related State tax requirements that the State of Alaska must report/pay, including any out of State taxes that Alaska must report/pay?
A101. The State currently has employees in the states of Washington, Montana, Oklahoma, and California; however State employees may potentially reside in any state.
- Q102. Exhibit F – Requirement 5028, "System shall permit updates to all data for individual and multiple groups." Can the State please provide additional context or elaborate on the needs the State is addressing with this requirement?
A102. The requirement I.D. number 5028 has been revised to state, "System shall provide a method to update all data for individual records or groups of records."

Placing this requirement in context, an example might be load/unload utilities that require proper account authentication with logging for an audit trail.

END OF QUESTIONS/ANSWERS

**STATE OF ALASKA RFP NUMBER 2010-0200-9388
AMENDMENT NUMBER FOUR**

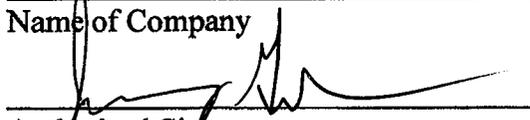
All terms and conditions not modified by this amendment remain in full force and effect.

IMPORTANT:

This is a **mandatory return** Amendment because it constitutes a material change that requires interested parties to understand and acknowledge. Please complete the information below and return this document with your proposal.

CherryRoad Technologies Inc.

Name of Company


Authorized Signature
Jeremy Gulban, President

10/08/2010

Date


Staci Augustus, CPPB
Procurement Officer

Phone: (907) 465-5656
FAX: (907) 465-2194

TDD: (907) 465-2205

**STATE OF ALASKA RFP NUMBER 2010-0200-9388
AMENDMENT NUMBER SIX**

RETURN THIS AMENDMENT WITH PROPOSAL TO THE ISSUING OFFICE AT:



Department of Administration
Division of Admin Services
PO Box 110208
Juneau, Alaska 99811-0208

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: September 15, 2010

RFP TITLE: Statewide Administrative Systems Replacement Project
--

DEADLINE FOR RECEIPT OF PROPOSALS: 1:30pm, Alaska Time, October 15, 2010.

This Amendment is issued to make the following changes and provide responses to questions submitted by Offerors for clarification.

The RFP has been amended in the following sections, as shown, to clarify content of the solicitation. Please note that changes to the RFP sections are listed below with deletions shown as a ~~strikethrough~~ and additions identified as ***bold italic***. Please note that the numbering of the changes and questions has continued from the previous amendment.

CHANGES TO RFP:

7. With this amendment, the deadline for receipt of proposals has been changed in the following two RFP locations:

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers, and Deadline for Receipt of Proposals

Proposals must be received no later than 1:30 pm, Alaska Time on Friday, ~~October 1, 2010~~ October 15, 2010. Faxed, oral, or emailed proposals are not acceptable. **Please note that overnight delivery to and within Alaska rarely occurs.**

An Offeror's failure to submit a proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

1.02 Contract Term and Work Schedule

Statewide Administrative Systems Replacement Project Timetable	Date	Time (Alaska Time)
RFP Release	Monday, August 2, 2010	
Best Value Educational Meeting	Tuesday, August 17, 2010	8:00 am
Pre-proposal Conference (refer to Section 2.02 for details)	Tuesday, August 17, 2010	1:00 pm
Deadline for Receipt of Proposals	Friday, October 1 October 15, 2010	1:30 pm

**STATE OF ALASKA RFP NUMBER 2010-0200-9388
AMENDMENT NUMBER SIX**

Statewide Administrative Systems Replacement Project Timetable	Date	Time (Alaska Time)
Client Demonstrations and Team Interviews	Tuesday, October 19 November 1 , through Friday, December 4 7 30 , 2010	As scheduled for short list
Best Value Offeror Notification	Friday, December 31, 2010	
Pre-award Phase with apparent best value Offeror	Monday, January 3 through Tuesday, May 31, 2011	
Notice of Intent to Award	Tuesday, May 31, 2011	
Award Contract (sign contract)	Thursday, June 30, 2011	
Contract Start Date	Friday, July 1, 2011	

END OF RFP CHANGES

QUESTIONS/ANSWERS

- Q106. Based on the new information provided in addendum 4 & 5 – is the State agreeable to an extension of two weeks?
- A106. Yes, with this amendment, the State has extended the deadline for receipt of proposals by two weeks; the new time and date is 1:30 pm, Alaska Time, October 15, 2010. The schedule in RFP Section 1.02 for the remaining procurement milestones will shift accordingly by two weeks. Refer to Change #7 above.
- Q107 How much of item 1.G in Section 5.01 does the ASSET system deliver and how much is expected of the new ERP system? **State Clarification:** The State assumes that the question refers to 1.G. Cost allocation/labor distribution in the original RFP release, which is now 1.i. as identified in Amendment Four, Change #4.
- A107 The Alaska Statewide System for Employee Time (ASSET) project will serve as a time and attendance collection mechanism only. The cost collectors will be established in the financial system (AKSAS), employee time records will be interfaced from ASSET to the payroll system (AKPAY) for processing, and then an interface to AKSAS for posting of charges to cost collectors created for personal services. The three systems will utilize custom interfaces to accomplish distribution of data, with the financial interface being provided through ALDER.

An integrated HR/payroll and financial solution will eliminate the need for the custom interface between these two modules as they will be integrated by design. The financial module will be a source for ALDER so that the method used to pass cost collector information to ASSET will remain the same. Employee time records will be passed from ASSET to the payroll module for processing.

- Q108 If the Prime is using a software reseller to resell the software companies software, does the state enter into a Software and Maintenance agreement with the reseller and a services agreement with the prime hence meeting the States response in Amendment Number Three Q&A 17. Or does the State issue two contracts to the Prime (1) Implementation of software solution and (2) Licensing and Ten Year Maintenance and Support.
- A108 The State will not enter into two contractual agreements with the prime Offeror, unless the prime Offeror is both the System Implementer and Software Vendor (software developer).

The State intends to sign contractual agreements as follows:

**STATE OF ALASKA RFP NUMBER 2010-0200-9388
AMENDMENT NUMBER SIX**

- 1) Attachment G - Implementation Services will be signed with the System Implementer.
- 2) Attachment H - Software License & Maintenance will be signed with the software developer who will provide licensing and maintenance support.

END OF QUESTIONS/ANSWERS

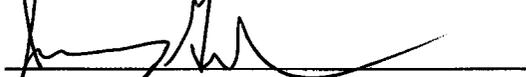
All terms and conditions not modified by this amendment remain in full force and effect.

IMPORTANT:

This is a **mandatory return** Amendment because it constitutes a material change that requires interested parties to understand and acknowledge. Please complete the information below and return this document with your proposal.

CherryRoad Technologies Inc.

Name of Company



Authorized Signature

Jeremy Gulban, President

10/08/2010

Date



Staci Augustus, CPPB
Procurement Officer

<mailto:Staci.augustus@alaska.gov>

Phone: (907) 465-5656 TDD: (907) 465-2205

FAX: (907) 465-2194

**STATE OF ALASKA RFP NUMBER 2010-0200-9388
AMENDMENT NUMBER EIGHT**

RETURN THIS AMENDMENT WITH PROPOSAL TO THE ISSUING OFFICE AT:



Department of Administration
Division of Admin Services
PO Box 110208
Juneau, Alaska 99811-0208

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: October 1, 2010

RFP TITLE: Statewide Administrative Systems Replacement Project

DEADLINE FOR RECEIPT OF PROPOSALS: 1:30pm, Alaska Time, October 15, 2010.

Important Note To Offerors: In order for your proposal to be considered responsive, this amendment, in addition to your original proposal and other required documents, must be signed, dated, and received by the issuing office prior to the time set for receiving proposals.

This Amendment is issued to notify potential Offerors that an attachment to the RFP, Attachment/Exhibit F, Software Functionality and Technical Requirements, has been updated. The previous Attachment/Exhibit posted on the State's Online Public Notice website did not contain the updates made in Amendment Four.

All terms and conditions not modified by this amendment remain in full force and effect.

IMPORTANT:

This is a **mandatory return** Amendment because it constitutes a material change that requires interested parties to understand and acknowledge. Please complete the information below and return this document with your proposal.

CherryRoad Technologies Inc.

Name of Company

Jeremy Gulban, President

10/08/2010

Handwritten signature of Staci Augustus in black ink.

Staci Augustus, CPPB
Procurement Officer

<mailto:Staci.augustus@alaska.gov>

Phone: (907) 465-5656 TDD: (907) 465-2205

FAX: (907) 465-2194

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) Subject to the exceptions stated in Exhibit D3: Exceptions to Terms and Conditions.	<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) As requested, please refer to our response to Exhibit D3: Exceptions to Terms and Conditions.	<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:

N/A

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.

N/A

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 type="checkbox"/> YES
--	------------------------------

#	Questions	RESPONSE
1	Do you currently hold an Alaska business license?	<input 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 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 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 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 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 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 type="checkbox"/> YES
<p>All applicable federal requirements will be met.</p>	

EXHIBIT A5: SOFTWARE OFFEROR PROFILE

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

SOFTWARE OFFEROR

Name of company	Oracle America, Inc.
Company website	www.oracle.com
Name of parent company (if applicable)	Oracle Corporation
Headquarters location	500 Oracle Parkway Redwood Shores, CA 94065
Number of field offices	Oracle is a worldwide organization with offices and resources on nearly every continent. Each office provides specific services to Oracle customers, from sales and consulting to education and support. There are currently 287 offices throughout the United States and 428 international offices, which are present in 82 countries. A listing of global offices is provided at http://www.oracle.com/corporate/contact/global.html
Location and hours of office servicing this account	Bellevue, WA 8 AM – 5 PM Pacific Monday – Friday
Type of business (e.g., C-corp., S-corp., LLP, sole proprietor)	Corporation
Length of time in business	More than 30 years
Gross revenue for the prior fiscal year (in US dollars)	in millions: \$26,820
Net income for the prior fiscal year (in US dollars)	in millions: \$ 6,135
Total number of full-time personnel	As of May 31, 2010, Oracle reported 104,569 full-time employees.
Number of full-time personnel in:	
◆ Customer and software support	<ul style="list-style-type: none"> • License Updates and Product Support: 9,000 • Hardware Systems Support: 5,000
◆ Installation and training	Approximately 1,586
◆ Product development	Approximately 28,000
◆ Sales, marketing, and administrative support	Approximately 36,000

SOFTWARE PROFILE

Name and version of proposed software	PeopleSoft v9.1
Date of next planned software release	December 2011
Length of time the proposed software has been licensed	22 years
Percentage of gross revenue generated by licensing/support of proposed software	15%

SOFTWARE INSTALLED CUSTOMER BASE

Total number of installed clients with the proposed software	15,000
Number of installations of the proposed software within the last 36 months	6 Statewides
Total number of clients in production with the same software version being proposed	900
Total number of state or local government clients with at least 10,000 employees	600
Total number of state or local government clients with at least 10,000 employees with the proposed software in production	25
Total number of state or local government clients with at least 10,000 employees with the same version of the proposed software in production	25

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
State of Kansas	PeopleSoft Enterprise *
State of Ohio	PeopleSoft Enterprise *
State of North Dakota	PeopleSoft Enterprise *
State of Tennessee	PeopleSoft Enterprise *
State of Georgia	PeopleSoft Enterprise *
State of New Mexico	PeopleSoft Enterprise *
State of Delaware	PeopleSoft Enterprise *
State of Connecticut	PeopleSoft Enterprise *
State of Montana	PeopleSoft Enterprise *
State of Vermont	PeopleSoft Enterprise *

** All customers are on recent releases. Some have completed upgrades in HCM and/or Financials so they may have different versions for each. Some customers listed above are in the reference sections, with contacts to explain their various versions and upgrades.*

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.

PeopleSoft Human Capital Management and Financial Management were first produced by PeopleSoft Corporation. PeopleSoft Corporation was purchased by Oracle in 2005. The first commercial version of PeopleSoft Human Capital Management was released in 1987 and the first commercial version of Financial Management was released in 1992. Since that time, there have been 14 major releases. The last release, version 9.1, became commercially available in November 2009.

The PeopleSoft Solution is stronger than ever with the release of Version 9.1. With over 1350 new features, 21 new PeopleSoft solutions, 28,000 pages enhanced with Web 2.0 capabilities, and 200 industry specific enhancements, PeopleSoft 9.1 is one of our most robust and comprehensive in years. The State may be particularly interested in these new features.

- A new User Interface throughout the applications that drives higher user effectiveness by leveraging Web 2.0 capabilities such as type ahead searching and hover over content.
- Recruiting Solutions integration with Microsoft Outlook 2007 calendaring which enables interview participants to manage interviews using their everyday desktop productivity tools.
- Self-service leave donations enhancement that enable employees to request donated leave, donate leave, return unused leave, and stop their participation in voluntary leave donation programs.
- Financials Audit Framework which provides a centralized online views into General Ledger, Accounts Payable, and Asset Management logs as well as archiving and purging of logs.
- Enhanced financial data-level security enabling security access to be defined at the ChartField (chart of account) level for online transactions and accounting data.
- Third party event notification integration that enables organizations, particularly public sector organizations, to have third party agencies manage their bidders and bids while leveraging the PeopleSoft Strategic Sourcing system to post and manage bid events (RFx processes).
- Multiple funding support for projects that require the distribution of costs across several funding sources based on complex contract terms. This is particularly important to meet frequent state government needs of distributing costs associated with a particular project to several funding sources such as federal and state funds for billing purposes.
- Enhanced management of spend by allowing transactions to be pre-checked against budgets using what-if scenarios that do not actually commit the funds against any budget. This capability also provides pre-validation of the transaction data against budget definitions.
- Enhanced procurement contracts by providing improved capabilities for handling large volume contracts, extended default options to better control when contracts will be automatically referenced on transactions, and a flexible framework for audit tracking and version control. These enhancements will improve transactional performance and ensure contract compliance.

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.

Oracle has not had a termination for default from any State or Local Government in the United States nor the U.S. Federal Government in 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	CherryRoad Technologies Inc.
Company website	www.cherryroad.com
Name of parent company (if applicable)	N/A
Headquarters location	301 Gibraltar Drive Suite 2C Morris Plains, NJ 07950
Number of field offices	2 (Rancho Cordova, CA and Boca Raton, FL)
Location and hours of office servicing this account	Rancho Cordova, CA 7:30 am to 4:30 pm Pacific Monday to Friday
Type of business (e.g., C-corp., S-corp., LLP, sole proprietor)	C-corp
Length of time in business	27 years
Gross revenue for the prior fiscal year (in US dollars)	\$41M (2009 gross revenue)
Net income for the prior fiscal year (in US dollars)	\$2M (2009 net income)
Total number of full-time personnel	187
Number of full-time personnel in:	
◆ Customer and software support	10
◆ Installation and training	138
◆ Product development	0 (Oracle develops the product)
◆ Sales, marketing, and administrative support	39

IMPLEMENTATION SERVICES PROFILE

Length of time in business of implementing proposed software	18 years
Percentage of gross revenue generated by implementing proposed software	90%
Total number of clients for which you have provided similar implementation services	Over 380
Total number of state or local government clients with at least 10,000 employees for which you have provided similar implementation services	32
Total number of clients for which you have implemented the proposed software	Over 380
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	38

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.

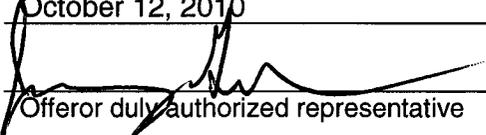
CherryRoad has not had any contracts terminated for default or litigations in the past five years.

In the last five years, CherryRoad has had three public sector contracts terminated prior to completion. In January 2007, CherryRoad's contract with CGI Inc. was terminated by CGI. CherryRoad had been acting as a subcontractor to CGI in its implementation for a California state government agency. In February 2007, CherryRoad's contract with the Lexington-Fayette Urban County Government was terminated for convenience by the Government after a change in administrations. In January 2008, CherryRoad's contract with the Board of Education of the City of Chicago was terminated for convenience following a decision to restructure Phase 2 of the project.

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: October 12, 2010

Signed: 
Offeror duly authorized representative

Name (printed): Jeremy Gulban

Title: President

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):	Oracle America, Inc.
SYSTEM IMPLEMENTER (FIRM):	CherryRoad Technologies 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
6	Anthony Armijo	505-827-3689	505-827-3692	Anthony.armijo@state.nm.us	State of New Mexico	ERP	2006	\$38,000,000
3	Pam Sharp	701-328-4606	701-328-3230	psharp@nd.gov	State of North Dakota	ERP	2002	\$49,000,000
20	Nosson Bakst	313-224-0966	313-224-5089	NBakst@co.wayne.mi.us	Wayne County, MI	ERP Upgrade	11/2006	\$6,000,000
5	Sunil Aluri	404-651-9168	404-463-5089	saluri@sao.ga.gov	State of Georgia	ERP	2001	\$53,000,000
2	David Ellis	614-466-4034	614-466-3813	David.a.ellis@obm.state.oh.us	State of Ohio	OAKS	2008	\$158,000,000
7	PN Narayanan	302-739-9697	302-739-1735	Pn.narayanan@state.de.us	State of Delaware	ERP	2009	\$24,000,000
1	Connie Guerrero	785-296-0754	785-296-0756	Connie.guerrero@da.kansas.gov	State of Kansas	ERP	2010	\$29,000,000
4	Stephanie Richardson	615-253-2725	615-253-2980	Stephanie.richardson@tn.gov	State of Tennessee	ERP	2009	\$135,000,000
8	Donalynn Black	860-622-2145	860-528-2740	Donalynn.black@ct.gov	State of Connecticut	CORE	2003	\$130,000,000
10	Brad Ferland	802-828-2336	802-828-2336	Brad.ferland@state.vt.us	State of Vermont	ERP	2002	\$18,000,000

SYSTEM IMPLEMENTER REFERENCE LIST

SURVEY ID	POINT OF CONTACT	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS	CLIENT NAME	PROJECT NAME	DATE COMPLETED	COST OF PROJECT
CR-1	Gina Tiedemann	404-463-5558	678-717-6349	gina.tiedemann@doas.ga.gov	State of Georgia	ERP Implementation	7/2009	\$8,332,600
11	Pam Sharp	701-328-4606	701-328-3230	psharp@state.nd.us	State of North Dakota	Connect ND: ERP Software and Services	9/2005	\$49,000,000 for ERP and Higher Ed
CR-2	Steve Ehrmann	732-442-8600 x2501	732-293-1103	ehrmann@turnpike.state.nj.us	New Jersey Turnpike Authority	ERP Implementation	1/2005	\$5,000,000
CR-4	Dave Craik	302-739-4208	302-739-6129	David.Craik@state.de.us	State of Delaware Office of Pensions	ERP Upgrade	2/2010	\$1,700,000
14	Anthony Armijo	505-827-3689	505-927-3692	anthony.armijo@state.nm.us	State of New Mexico	Share Project: ERP Software and Services	6/2006	\$38,000,000
20	Nosson Bakst	313-224-0966	313-224-5089	NBakst@co.wayne.mi.us	Wayne County, MI	ERP Upgrade	11/2006	\$6,000,000
CR-5	Len DeSimone (Please arrange through Melissa Narvaez, Administrative Project Coordinator)	646-376-0044	Provided upon request. (The MTA's green initiative discourages the use of fax machines to save paper.)	mnarvaez@mtabsc.org	Metro-North Railroad	ERP Implementation	3/2005	\$15,000,000
CR-3	Joseph Delaney	646-376-0107	212-878-4771	jdelaney@mtahq.org	Metropolitan Transportation Authority	ERP Implementation	1/2008	\$24,000,000
13	Stephanie Richardson	615-253-2725	615-253-2980	Stephanie.Richardson@state.tn.us	State of Tennessee	Edison Project: ERP Software and Services	9/2009	\$135,000,000
15	PN Narayanan	302-739-9697	302-739-1755	pn.narayanan@state.de.us	State of Delaware	ERP Implementation and Upgrade	7/2009 FMS 12/2009 HCM	\$30,000,000

SURVEY QUESTIONNAIRES

EXHIBIT B3: SOFTWARE PRODUCT QUESTIONNAIRE

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

To: Anthony Armijo Survey ID: 6
(Name of person completing survey)
Phone: 505-827-3689 Fax: 505-827-3692
Subject: Past Performance Survey of: Oracle
(Software Vendor Name)

Please return the completed survey to: Oracle (In return envelope)

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 NEW MEXICO
Number of Employees: 22,000
Project Cost: \$38 million
Project Duration (months): 14 months

#	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

Anthony I. Armijo, CPA, CGFM [Signature]
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)**

To: Pam Sharp Survey ID: 3
(Name of person completing survey)
Phone: 701-328-4606 Fax: 701-328-3230
Subject: Past Performance Survey of: Oracle
(Software Vendor Name)

Please return the completed survey to: Oracle (In return envelope)

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 North Dakota
Number of Employees: 2,000
Project Cost: \$49 million (includes State and Higher Ed)
Project Duration (months): 30

#	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)	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"/> Y / <input type="radio"/> N

Pam Sharp Printed Name (of Past Client Evaluator) Pam Sharp 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)**

To: Mr. Nosson Bakst Survey ID: 20
(Name of person completing survey)

Phone: 313-224-0966 Fax: 313-224-5089

Subject: Past Performance Survey of: MAXIMUS ERP Solutions Division
(System Implementer Name)

Please return the completed survey to: 3130 Kilgore Road, Suite 400, Rancho Cordova, CA 95670.
Please use enclosed addressed FedEx envelope

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: Wayne County, MI
Number of Employees: 6000
Project Cost: 6 million
Project Duration (months): 24 months

#	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)	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	(Y) / N

NOSSON BAKST



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)**

To: Sunil Aluri Survey ID: 5
(Name of person completing survey)
Phone: 404-651-9168 Fax: 404-463-5089
Subject: Past Performance Survey of: Oracle
(Software Vendor Name)

Please return the completed survey to: Oracle (In return envelope)

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 ACCOUNTING OFFICE (GEORGIA)
Number of Employees: 120+
Project Cost: \$53 Million (This included Infrastructure & Network upgrade and outfitting Agencies with PCs in 1999)
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)	9
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)	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	(Y/N)

SUNIL ALURI

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.

⊕ The State Accounting office acts as an ASP and processes for 80+ Agencies on one instance of Peoplesoft.

SURVEY QUESTIONNAIRES

EXHIBIT B3: SOFTWARE PRODUCT QUESTIONNAIRE

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

To: David Ellis Survey ID: 2
(Name of person completing survey)

Phone: 614-466-4034 Fax: 614-466-3813

Subject: Past Performance Survey of: Oracle
(Software Vendor Name)

Please return the completed survey to: Oracle (In return envelope)

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: Ohio Office of Budget & Management.
Number of Employees: 59,000
Project Cost: \$158 million } enterprise
Project Duration (months): 2004-2007

#	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	(Y) N

David A. Ellis Printed Name (of Past Client Evaluator)
David A. Ellis 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)**To: PN Narayanan Survey ID: 7
*(Name of person completing survey)*Phone: 302-739-9697 Fax: 302-739-1755Subject: Past Performance Survey of: Oracle
*(Software Vendor Name)***Please return the completed survey to: Oracle (In return envelope)**

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 Delaware
 Number of Employees: 35000
 Project Cost: 24M
 Project Duration (months): 45 months.

#	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)	6
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)	8
6	Is the system fully in production (is implementation complete)?	Circle	(Y) N

PN NARAYANAN
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)**

To: Connie Guerrero Survey ID: 1
(Name of person completing survey)

Phone: 785-296-0754 Fax: 785-296-0756

Subject: Past Performance Survey of: Oracle
(Software Vendor Name)

Please return the completed survey to: Oracle

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 Kansas

Number of Employees: 72,470 wa's issued in 2009

Project Cost: Approx. 929 million

Project Duration (months): 21 months

#	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)	7
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	<input checked="" type="radio"/> Y / N

Connie Guerrero Printed Name (of Past Client Evaluator)

Connie Guerrero 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)**

To: Stephanie Richardson Survey ID: 4
(Name of person completing survey)

Phone: 615-253-2725 Fax: 615-253-2980

Subject: Past Performance Survey of: Oracle
(Software Vendor Name)

Please return the completed survey to: Oracle (In return envelope)

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 Tennessee
Number of Employees: 48,000
Project Cost: \$135 million
Project Duration (months): 38 months

#	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)	7
2	How satisfied are you with the ability of software product to meet your functional needs (e.g., business requirements)?	(1-10)	7
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)	9
5	What is your overall level of customer satisfaction with the software product?	(1-10)	7
6	Is the system fully in production (is implementation complete)?	Circle	(Y) N

Stephanie Richardson
Printed Name (of Past Client Evaluator)

Stephanie Richardson
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)**To: Donalynn N. Black Survey ID: 8
*(Name of person completing survey)*Phone: 860-622-2145 Fax: 860-528-2740Subject: Past Performance Survey of: Oracle
*(Software Vendor Name)***Please return the completed survey to: Oracle**

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 Connecticut
Number of Employees: 7,000
Project Cost: \$130M
Project Duration (months): See attached

#	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)	7
2	How satisfied are you with the ability of software product to meet your functional needs (e.g., business requirements)?	(1-10)	7
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)	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

Donalynn N. Black
Printed Name (of Past Client Evaluator)Donalynn N. Black
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)**

To: Brad Ferland Survey ID: 10
(Name of person completing survey)

Phone: 802-828-2336 Fax: 802-828-2336

Subject: Past Performance Survey of: Oracle
(Software Vendor Name)

Please return the completed survey to: Oracle (In return envelope)

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 Vermont - Department of Finance & Mgt
Number of Employees: 8,000
Project Cost: 18 million
Project Duration (months): 18 months

#	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)	7
4	How satisfied are you with the vendor's ongoing maintenance and support?	(1-10)	6
5	What is your overall level of customer satisfaction with the software product?	(1-10)	7
6	Is the system fully in production (is implementation complete)?	Circle	(Y) / N

Bradley Ferland 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.

EXHIBIT B4: SYSTEM IMPLEMENTER QUESTIONNAIRE

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

To: Gina Tiedemann Survey ID: CR-1
(Name of person completing survey)

Phone: 404-463-5558 Fax: 678-717-6349

Subject: Past Performance Survey of: CherryRoad Technologies
(System Implementer Name)

Please return the completed survey to:

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 Georgia
Number of Employees: 150,000
Project Cost: \$8,332,600
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)	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)	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	Yes

Gina B. Tiedemann
Printed Name (of Evaluator)

Gina B. Tiedemann
Signature (of Evaluator)

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

EXHIBIT B4: SYSTEM IMPLEMENTER QUESTIONNAIRE

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

To: Ms. Pam Sharp Survey ID: 11
(Name of person completing survey)

Phone: 701-328-4606 Fax: 701-328-3230

Subject: Past Performance Survey of: MAXIMUS ERP Solutions Division
(System Implementer Name)

**Please return the completed survey to: 3130 Kilgore Road, Suite 400, Rancho Cordova, CA 95670.
Please use enclosed addressed FedEx envelope**

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 North Dakota
 Number of Employees: 8,000
 Project Cost: 49 million (includes State and Higher Education)
 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)	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)	9
4	How satisfied were you with the management of risks and potential issues during the implementation project?	(1-10)	9
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)	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/N

Pam Sharp
Printed Name (of Evaluator)

Pam Sharp
Signature (of Evaluator)

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

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

To: Stephen Ehrmann Survey ID: CR-2
(Name of person completing survey)

Phone: (732) 442-8600 x2501 Fax: 732-293-1103

Subject: Past Performance Survey of: CherryRoad Technologies Inc.
(System Implementer Name)

Please return the completed survey to:

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: New Jersey Turnpike Authority
 Number of Employees: 2500
 Project Cost: \$5 million
 Project Duration (months): 8 months

	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)	9
7	How satisfied were you with business process reengineering associated with the software implementation (if applicable)?	(1-10)	NA
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	(Y) N

Stephen Ehrmann Printed Name (of Evaluator) Stephen Ehrmann Signature (of Evaluator)

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

EXHIBIT B4: SYSTEM IMPLEMENTER QUESTIONNAIRE

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

To: David Craik Survey ID: CR-4
(Name of person completing survey)

Phone: 302-739-4208 Fax: 302-739-6129

Subject: Past Performance Survey of: CherryRoad Technologies Inc.
(System Implementer Name)

Please return the completed survey to:

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 Delaware, Office of Pensions

Number of Employees: 60,000

Project Cost: \$1.7 million for last project (multiple projects since 1997)

Project Duration (months): 18 months

	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)	9
4	How satisfied were you with the management of risks and potential issues during the implementation project?	(1-10)	9
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)	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="checkbox"/> N

DAVID CRAIK
 Printed Name (of Evaluator)

David C. Craik
 Signature (of Evaluator)

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

EXHIBIT B4: SYSTEM IMPLEMENTER QUESTIONNAIRE

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

To: Anthony Armijo Survey ID: 14
(Name of person completing survey)

Phone: (505) 827-3689 Fax: (505) 927-3692

Subject: Past Performance Survey of: MAXIMUS ERP Solutions Division
(System Implementer Name)

**Please return the completed survey to: 3130 Kilgore Road, Suite 400, Rancho Cordova, CA 95670.
Please use enclosed addressed FedEx envelope**

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 New Mexico
Number of Employees: 22,000
Project Cost: \$38 million
Project Duration (months): 14 months

	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)	9
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)	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	(Y) N

Anthony I. Armijo, CPA, CGFM [Signature]
Printed Name (of Evaluator) Signature (of Evaluator)

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

EXHIBIT B4: SYSTEM IMPLEMENTER QUESTIONNAIRE

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

To: Mr. Nosson Bakst Survey ID: 20
(Name of person completing survey)

Phone: 313-224-0966 Fax: 313-224-5089

Subject: Past Performance Survey of: MAXIMUS ERP Solutions Division
(System Implementer Name)

**Please return the completed survey to: 3130 Kilgore Road, Suite 400, Rancho Cordova, CA 95670.
Please use enclosed addressed FedEx envelope**

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: Wayne County, MI
 Number of Employees: 6000
 Project Cost: 6 million
 Project Duration (months): 24 months

	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)	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)	9
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)	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)	9
10	How likely would you be to contract with this firm again?	(1-10)	9
11	Is the project complete?	Circle	(Y) N

NOSSON BAKST Printed Name (of Evaluator) Nosson Bakst Signature (of Evaluator)

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

EXHIBIT B4 SYSTEM IMPLEMENTER QUESTIONNAIRE

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

To: LEN DECIMONE Survey ID: CR-5
(Name of person completing survey)

Phone: 646-376-0101 Fax: _____

Subject: Past Performance Survey of: CHERRY ROAD TECHNOLOGIES
(System Implementer Name)

Please return the completed survey to:

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: METRO NORTH RAILROAD
Number of Employees: 6,000
Project Cost: 15M
Project Duration (months): 19 MONTHS

	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)	9
4	How satisfied were you with the management of risks and potential issues during the implementation project?	(1-10)	9
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)	9
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)	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

Sebastian Decimone
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.

* We have hired them again

EXHIBIT B4: SYSTEM IMPLEMENTER QUESTIONNAIRE**System Implementer Survey Questionnaire
(State of Alaska)**

To: Joseph Delaney Survey ID: CR-3
(Name of person completing survey)

Phone: 246-376-0107 Fax: 212-878-4771

Subject: Past Performance Survey of: CherryRoad Technologies Inc.
(System Implementer Name)

Please return the completed survey to:

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: MTA HQ

Number of Employees: 64,000

Project Cost: \$24 million

Project Duration (months): 36 months

	CRITERIA	UNIT	SCORE
1	How satisfied were you with the project's actual cost? (Was the project delivered within your cost expectations?)	(1-10)	5
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)	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)	9
7	How satisfied were you with business process reengineering associated with the software implementation (if applicable)?	(1-10)	6
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

Joseph Delaney
 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.

EXHIBIT B4: SYSTEM IMPLEMENTER QUESTIONNAIRE

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

To: Ms. Stephanie Richardson Survey ID: 13
(Name of person completing survey)

Phone: 615-253-2725 Fax: 615-253-2980

Subject: Past Performance Survey of: MAXIMUS ERP Solutions Division
(System Implementer Name)

**Please return the completed survey to: 3130 Kilgore Road, Suite 400, Rancho Cordova, CA 95670.
Please use enclosed addressed FedEx envelope**

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 Tennessee
Number of Employees: 48,000
Project Cost: \$ 135 million
Project Duration (months): 38 months

	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)	7
3	How satisfied were you with the overall management, completion, and delivery of the project?	(1-10)	7
4	How satisfied were you with the management of risks and potential issues during the implementation project?	(1-10)	7
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)	6
7	How satisfied were you with business process reengineering associated with the software implementation (if applicable)?	(1-10)	6
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)	9
10	How likely would you be to contract with this firm again?	(1-10)	7
11	Is the project complete?	Circle	(Y) N

Stephanie Richardson
Printed Name (of Evaluator)

Stephanie Richardson
Signature (of Evaluator)

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

EXHIBIT B4: SYSTEM IMPLEMENTER QUESTIONNAIRE

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

To: Mr. Pn Narayanan Survey ID: 15
(Name of person completing survey)

Phone: 302-739-9697 Fax: 302-739-1755

Subject: Past Performance Survey of: MAXIMUS ERP Solutions Division
(System Implementer Name)

**Please return the completed survey to: 3130 Kilgore Road, Suite 400, Rancho Cordova, CA 95670.
Please use enclosed addressed FedEx envelope**

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 Delaware
Number of Employees: 35,000
Project Cost: —
Project Duration (months): 45 MONTHS

	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)	7
3	How satisfied were you with the overall management, completion, and delivery of the project?	(1-10)	7
4	How satisfied were you with the management of risks and potential issues during the implementation project?	(1-10)	6
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)	9
10	How likely would you be to contract with this firm again?	(1-10)	8
11	Is the project complete?	Circle	(Y) N

PN NARAYANAN 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

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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. Offeror's Methodology - Our methodology is comprised of five phases of discrete activities and three bands of continual activities. A high-level overview of the methodology is given below, followed by references to each of the key activities within the methodology that specifically manage scope, schedule, and the implementation.

Phases: Phases occur at defined junctures in the project lifecycle. The phases are as follows:

01 - Initiation – Plan the project and create its foundation

02 - Design – Design future State business processes to meet the State's functional requirements

03 - Development – Implement the system design decisions from the Design Phase

04 - Validation – Test the system and take it into production

05 - Post-Implementation – Support the live production system

Bands: Bands are made up of continual tasks that occur throughout the project lifecycle as follows:

Project Management – Direct, monitor, and control the project throughout the implementation lifecycle

Quality Management – Assure that project outcomes, documents, and procedures best meet the needs of the State and the project

Enterprise Readiness – Assure that the State's organization is ready and able to adopt the new business processes

Managing Project Scope: The primary mechanism for managing project scope is the agreed upon Statement of Work (SOW) between the State and the Offeror. By working with the State upfront to put in place a comprehensive and realistic SOW, we have a solid scope that drives ongoing scope management throughout the project. Scope Management is part of our Project Management Band and happens continually throughout the project lifecycle. The goals of Scope Management are twofold:

A. Ensure that the SOW scope is fully met through project activities. **B.** Ensure that SOW scope is not exceeded, in other words: prevent scope creep. A primary ongoing task to manage scope is the setting of deliverable expectations for each SOW deliverable via a Deliverable Expectation Document (DED). Each DED documents the State's and the Offeror's expectations for a deliverable before work begins. By documenting and reinforcing the agreed-to scope upfront, the DED ensures the deliverable meets the SOW and helps to mitigate scope creep.

Managing Project Schedule: During the Initiation Phase, we take the lead on defining the Baseline Project Work Plan. As specified by the State, this plan will be built using Microsoft Project 2003. A key tool used in managing this schedule is Microsoft Project Server 2007. We will import the initial MS Project 2003 plan into our MS Project Server 2007 and rollout the usage of the web-based tool to most State and Offeror team members, allowing them to view and update project task details such as percentage complete. By decentralizing project plan maintenance in this manner, we ensure the most up to date information is included in the project schedule. We have successfully used this approach on prior Statewide ERP implementations. We have seen that having the continually updated information allows State and Offeror project management to identify potential schedule and plan issues early and put in place mitigation steps to keep the project schedule on track.

Managing Project Implementation: Managing the implementation as a whole is led by the Offeror Project Manager and other Offeror management team members. The methodology described above is used by our project management team to guide the implementation. The methodology is enhanced by our robust Proprietary Tool Kit (PTK) application, which is a specialized tool, built on a PeopleTools platform and used to perform, monitor, and control key project tasks. State and Offeror team members will use this application to document key project tasks including Requirements Management, Issues Management, System Design, and Integration/System Testing. One of the key benefits of this application is the project data is stored in a database and can easily be summarized and reported on, providing management with timely data to enable informed management decisions. For example, our prior State government clients were able use the PTK to access on-demand reports of real-time System Test execution data at any time during testing. These reports include status of test scenarios, summarized by module area or project-wide, including planned and actual percentage completion and failure rates. Other PTK testing reports link failed scenarios to documented issues to enable monitoring and controlling of the issue resolution and retesting processes.

2. Offeror's Approach to:

System Initialization: The Offeror will build environments in accordance with the delivered software vendor installation instructions. Environments are built with the selected application and latest tools

release. Generally, all maintenance packs available for the application release will be installed.

System Installation: The baseline technical architecture is installed during Phase 01 – Initiation of our methodology. As the implementation progresses, the Offeror is responsible for installing the various environments necessary to support project activities including: system design, development, system testing, and go-live. During the development phase, the Gold environment, the most critical environment, is installed. The Gold instance contains the final version of configuration and development and is used for initiating each system test cycle and is the production environment used for go-live.

Business Process Design/Reengineering: Business process design, or system design, occurs in Phase 02, but is the central and essential step to everything that occurs during the implementation. Led by the Offeror, the system design involves a collaborative approach to design and document the State's future business processes. A key aspect of system design is making a final determination of how State business practices are adjusted to reflect the business processes enabled by the delivered ERP application. Produced from our PTK application, the system design document deliverable breaks out each business process into each key step. For each business process, the design outlines the future business process steps and their relationships to key business roles, development, and the ERP software. This design drives the configuration, development, and testing that occurs later in the project.

System Configuration: System Configuration is an important step in Phase 03 of our methodology. Offeror resources are accountable for building a configuration into a Gold environment after system design. It is important for State resources to assist because it enables knowledge transfer, on-the-job training, and reduced support structure post go-live. Offeror provides a configuration tool for tracking completeness, documenting decisions, and managerial reporting.

System Tailoring: Occurring in Phase 03, tailoring of the software involves detailed design, development, and unit testing of targeted enhancements to the delivered software functionality to meet the State's requirements. The detailed design of enhancements is led by the Offeror functional team with full participation from the State functional team and specifies the needed functionality. Development is performed by the Offeror technical team to create the code and pages designed by the functional team. Unit testing is led by the Offeror functional team with participation from the State functional team and consists of testing of targeted scenarios to ensure the enhancement meets the detailed design specification. Our PTK application tool is used to track documentation and status around detailed design, development, and unit testing as described above in Managing Project Implementation.

Interface Design and Development: Occurring in Phase 03, interface design and development follows the same steps as the enhancement steps described under System Tailoring: detailed design, development, and unit testing. The detailed design includes a full file layout that defines calculation logic, transformation rules, source/target fields, valid field values, field lengths, etc.

Data Conversion: Also, a Phase 03 activity, data conversion, is grouped into individual development items that each follow the same steps as the enhancement steps described under System Tailoring: detailed design, development, and unit testing. The detailed design process involves conversion mapping that is led by the Offeror with contribution from State functional and technical experts. The output of conversion mapping is a full conversion map used for developing both the State's extracts from the legacy systems and the Offeror's load processes into the ERP.

Testing: System testing is essential to Phase 04 – Validation. It involves using the ERP system to test the designed business processes, including State configuration, enhancements, interfaces, and conversion data. In our iterative testing approach, we plan three primary cycles of testing: integration, system, and user acceptance. Integration involves the most critical business processes, system involves the full breadth of business processes, and user acceptance involves user-affecting business processes.

Post-Implementation Stabilization: During Phases 03 and 04, the Offeror will lead the development of a production support plan. Post-Implementation support and stabilization involves putting the production support plan into action when each phase of the ERP system is released. During the support period, application support is a shared responsibility between State and Offeror project staff. State project staff will be the primary point of contact for end users of the ERP, while the Offeror performs an active role in supporting all other support activities including issue resolution. This enables State staff to ready themselves for independent long-term production support of the application after Offeror support ends.

3. Transition - The State has indicated a strong preference for a phased implementation with financials/procurement first followed by HR/ Payroll. The Offeror refers to this approach as a Phased by Application approach and the following sections describe this benefits and challenges of this

approach and the Offeror's experience.

Experience and Challenges of the Phased by Application: The Offeror very recently performed a Statewide government implementation of financials/procurement and human resources applications using the Phased by Application approach where the HR/Payroll and Financials/Procurement initiatives had minimal overlap. Utilizing this approach was beneficial in several ways to our client. First, cross initiative resources (including PMO, Technical, Organizational Readiness, Training, etc.) were not overburdened with the complexity and work of two initiatives going live at the same time. Second, while the total change to the organization was the same it was easier to digest in multiple initiatives. Third, each initiatives go live was not dependent on the other helping avoid the situation of one initiative's readiness for go live impacting the other. While there were benefits of this approach there were also several challenges that needed to be managed. First, several complex interfaces were required between the Oracle system and legacy system. Second, when the second initiative integration was built additional regression testing was needed for the first initiative applications to ensure nothing was changed. Third, cross initiative resources need to stay focused on the next initiative and not get sidetracked into production support issues.

Proposed Transition Strategy: To take advantage of the benefits of the Phased by Application approach while ensuring we address the challenges, we propose that the first implementation of Financials/Procurement not overlap with the second implementation. Initiative 1, Financials/Procurement, will be implemented first following the Offeror's 5 phase/3 band methodology. Once Initiative 1 has gone live and entered Phase 05, then the next implementation will begin with Phase 01 for Initiative 2, HR/Payroll. The Financials/Procurement initiative will include temporary business processes to interact with the State's legacy human resources and payroll systems. The State must plan to staff the HR/Payroll project team during the financials/procurement project to design and support the temporary business processes. The HR/Payroll initiative will include implementation of new business processes for interaction between HR/Payroll and Financials/Procurement. This will necessitate additional testing for Initiative 1 that will need to be staffed by the State. The Offeror will include full-time Financials/Procurement staffing to support implementation of the new HR/Payroll business processes. Lastly, the proposed staffing plan ensures that there are dedicated production support resources allowing the Cross Initiative resources to focus on Initiative 2.

4. Educate and Train – Two key facets of our methodology serve to educate and train the State on the proposed systems: knowledge transfer between the Offeror project team and State project team and training of the end-user population.

Knowledge Transfer: Knowledge transfer (KT) is an ongoing task that is part of the Enterprise Readiness Band. It is expected to occur three different ways for State team members: (1) project task assignments, working side-by-side with Offeror consultants; (2) project relationships and interactions with Offeror coaches and other team members; and, (3) project team training typically delivered by the ERP software vendor. Using our PTK application, we measure KT at certain predefined junctures through a combination of State self-assessment and Offeror peer assessments. This measurement allows the State and Offeror to gauge progress towards KT goals and recognize and address any KT deficiencies.

Training: Training is part of Phase 04. The delivery of end-user training will be a combination of blended training course offerings. The percentage breakdown of blended courses is determined during curriculum sessions and is tailored to meet the State's unique business and geographic challenges. Types of training offered include: Instructor Led Classroom Delivery, Online Training, and Job Aids.

5. Monitor Performance - The Quality Management Band involves ongoing processes to ensure project processes and outcomes best meet the needs of the State and the SOW.

Quality Management: Our Quality Manager is responsible for devising the project Quality Management Plan and overseeing its execution. The plan consists of Quality Control tasks during project activities as well as Quality Assurance tasks for future project activities and deliverables. Quality controls, such as checklists, templates, peer reviews, and so forth, are performed upfront by State and Offeror team members throughout all areas of the project team including functional, technical, and enterprise readiness. This enables a consistent standard of quality throughout the project. Quality Assurance involves assessment of project deliverables, work products, and other outcomes to analyze, assess, and adapt the quality of the project's outcomes. While Quality Control is ingrained in the initial completion of project tasks, Quality Assurance is typically performed following completion and sign-off of critical project tasks with the goal being improvement in quality of future project tasks.

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: Core Users are defined as those employees or key State experts who will be part of the project team to support the ERP Implementation effort. These Core Users will encounter competing priorities from the ongoing demands of their regular jobs as well as from the new duties and responsibilities inherent with the ERP Project.

Solution: To mitigate this risk, the Offeror is using our substantial statewide ERP implementation experience to recommend that Core Users should be moved from their legacy jobs to a representative job on the ERP Project. Specifically, the following changes should be made to minimize the need for Core Users to be required to participate in the ongoing, day-to-day demands of legacy operations:

- Develop a plan for post-implementation such that Core Users know upfront what their jobs will be after the implementation effort is complete.
- Backfill Core User positions with qualified individuals and hold the new employees accountable for legacy activities, duties and responsibilities.
- Move Core Users to a designated location established for ERP.
- Change Core User phone contact information or appropriate delegation message.
- Transfer cost centers to one that has been established for ERP.
- If possible, supplement Core Users with recent college graduates so knowledge is kept with more than one resource and there is opportunity to have them perform day-to-day tasks.

Risk 2: Ineffective Project Governance Structure and Processes

Solution: It is well known that all major statewide ERP projects must have a clear, effective, and functioning Project Governance structure and processes. At a minimum, the project governance structure and process should be documented as part of the Project Charter and include:

- Executive Sponsor Roles and Responsibilities
- Steering Committee Structure and Role
- Team Roles and Responsibilities
- Effective and Timely Decision Making Process
- A Fair and Effective Dispute Resolution Process
- Development of appropriate interagency agreements.

The Offeror has a vast amount of statewide ERP implementation experience and has a very pertinent example for governing these large State ERP implementations. A past client with two wholly different governance structures was implementing an ERP application within the same database. One governance structure and escalation process was more hierarchical in nature while the other was far more consensus driven. This led to different throughput times for decision making and also materially different rationale for decision making. Ultimately, a project governance structure was formed that these two very different organizations rolled up to one person that could make decisions for both organizations.

Risk 3: Self Service is a key success factor and a risk of failed user adoption if not properly deployed for the State and a major Change Management opportunity affecting both procurement and payment processing.

Solution: The Offeror will have a two pronged strategy to the change management opportunity for Self Services.

First, the Offeror will create a lessons learned chart during a one calendar month duration of the Project Planning time period from the State's implementation of the ASSETS system that consists of an inventory for lessons learned that will map to project plan tasks to ensure those lessons learned are performed during the project.

Second, the Offeror will use the proven methodology for change management issues using the business process flow below.

1. Clarifying the Self Service requirements in Requirement Verification Sessions. This initiates traceability and proper design of solutions to the requirements.
2. Compare the Self Service requirements vs. the delivered software to understand modification needs. These Fit Sessions incorporate agency users and continue knowledge transfer.
3. Most importantly, use the Self Service requirements to design the To-Be Business processes. An output of the business processes are change management opportunities. These change

management opportunities are then taken by the change management staff and socialized to the end users.

4. The socialization is done via the Business Process Implementation sessions which allow the agencies to view the To-Be business processes and also adjust their business processes accordingly ahead of the cycle testing.

Risk 4: Reluctant Agency Ownership

Solution: One of our large state customers had several agencies that believed the statewide ERP project would “never happen” especially after a long and protracted procurement process for software and services. Many agencies did not send appropriate representatives to participate in the system design and development effort. Other agencies did not bother to participate at all. Eventually, in the few short months prior to cutting over to the new application, these agencies realized that they had no staff trained and competent to use the new system. In addition, many requirements of these agencies were not addressed in the new ERP system due to lack of participation particularly during the Design Phase. Now committed to using the new system, the agencies lengthened and increased the painful transition process and slowed overall user adoption.

In the Offeror's many State ERP implementations, risk mitigation strategies have been learned to decrease the risk of reluctant agency involvement. The processes put in place to decrease this risk include:

- Collaborative Agency and Core User Requirement Verification and Fit Gap Sessions
- Dedicated Change Management Team with many years of State ERP experience
- Business Process Implementation Sessions that enable design decisions to be socialized to agencies
- Agency Scorecards that rate agency implementation effectiveness
- Organizational Alignment Workshops

Risk 5: The application phased approach will introduce temporary business processes and temporary interfaces between the Financials and Human Resources go-lives.

Solution: The Offeror very recently performed a Statewide government implementation of financials/procurement and human resources applications with this approach, as was requested by that State. The implementation timelines were overlapping, with the first application (HR/payroll) going live after approximately 2 years and the second application (financials/procurement) being released in waves beginning after approximately 2.5 years. This concurrent approach ultimately impacted the project effort and timelines because of the need to implement temporary business processes while also incorporating changes from the later financials/procurement implementation back into the earlier HR/payroll design. For example, the financials/procurement testing occurred after most HR/payroll testing had been completed and when issues with financials/procurement that impacted HR/payroll were found, there was less time for HR/payroll to address the issues prior to go-live.

The implementation of financials/procurement will include significant temporary business processes to interact with the State's legacy human resources and payroll systems. The State must plan to staff the HR/payroll project team during the financials/procurement project to design and support the temporary business processes. Additionally, the Offeror will provide full-time HR/payroll staffing to help coordinate the temporary business processes and also participate in design decisions that impact the future HR/payroll implementation.

The HR/payroll implementation will include implementation of new business processes for interaction between HR/payroll and financials/procurement. The State must plan to keep a significant staffed presence for financials/procurement throughout the HR/payroll implementation. The Offeror will include full-time financials/procurement staffing to support implementation of the new HR/payroll business processes. It is critical to note that both the State and Offeror staff assigned to participate in HR/payroll from a financials/procurement perspective are over, above, and separate from any staff assigned to production support for financials/procurement.

Risk 6– Multiple system implementers add significant complexity to ERP project governance. The Offeror has participated in a statewide ERP effort where project governance was comprised due to multiple system implementers that were joined together to plan, develop and deliver the ERP solution. Furthermore, baseline risks that are inherent in complex ERP implementations are significantly magnified

when using multiple system implementers. In hindsight, the project was impacted by competing goals, methodologies and leadership, thereby adding unnecessary complexity to the project and resulting significant loss of value, money and time.

The associated risks from a team made up of multiple system implementers are below:

- **Project Governance**

- **Methodologies** – Each system implementer brought distinct software development methodologies. Socializing those methodologies took a significant amount of time and resources thereby increasing costs and decreasing value. Key resources needed to concentrate on disjointed methodologies instead of software development.

- **Project Leadership** – Each implementer wanted to lead a portion of the project at the functional, technical and project management levels. This strategy resulted in poor communication between implementers and made the coordination of project tasks and issues significantly more difficult. More often than not, the Offeror experienced ineffective and disjointed leadership and communication.

- **Management Overhead**

- **Logistical Inconsistencies and Coordination** – Each system implementer had differing policies for team travel, offsite meetings, training, time and attendance and human resource functions. These different core project tasks increased the overhead of project management by increasing the complexity of normal day-to-day tasks. From the Client's perspective, this additional overhead created a fractured team.

- **Competing Goals** – As client goals changed throughout the lifecycle of the ERP project, coordination between system implementers became more difficult and caused a significant and costly overhead to the project management team.

Solution – With successful completion of many statewide ERP projects, the Offeror has found that having a single source responsible for the implementation is the best strategy. With a single implementer, the risks of diverse methodologies, multiple leaders, conflicting policies and competing goals will be minimized. Overall project coordination will be simplified and team members will work towards succinct goals.

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: Item Maintenance

Faced with the slow, manual process of updating the information contained in their enterprise application systems, the Offeror's past statewide client needed a solution that would allow them to manage over 100,000 items, integrate them with their inventory system, and build upon existing supplier catalogs. Adding or updating the item master or procurement attribute information would require a largely manual process that would put an immense strain on resource staffing levels. Additionally, the slow process of updating these items leads to inconsistent approaches as managers attempt to short-cut the tremendous efforts involved.

Typical item maintenance requires manually extracting, reviewing, and correcting item data. Staff must be highly-trained and vigilant, with specialized skills for using tools like Microsoft Access databases or Microsoft Excel. Most organizations don't have enough of these specialty personnel, and the Offeror's past client is no different.

Generally, the solution for addressing these large sets of data is a combination of conversion programs using staff to extract, review, update, reload, and validate the item data. While this process is less-intensive than a purely manual update, it is still time-consuming and prone to error.

The Offeror, who worked with the past client on the statewide ERP project, created and implemented the Content Tool Solution, an integrated item-maintenance solution to address their specific needs. The Content Tool Solution is built on a comprehensive methodology that aggregates large sets of item data so they can be manipulated by an end-user, without assistance from technical resources. The data managers are now able to focus on their main priorities, high-visibility items, or specific sets of data, while re-working the attributes immediately, or to continually improve data accuracy and procurement controls as needed.

The fully-integrated Content Tool Solution includes the following features:

- Allows for efficient mass conversion and updating of category tables, tree manager, enabling management of electronic vendor catalogs.
- Allows for the creation of Catalog Requests to send to vendors or internal agencies for the purpose of electronic catalog loading and updates with built-in approvals, audit trails, reporting and queries.
- Provides over 200 validation checks against master tables and other configured logic.
- Requires no technical assistance, yet incorporates more than 4,000 fields, 300 tables, and utilizes the ERP software's delivered Application Security.

The Content Tool Solution enables procurement and inventory managers to have total control over each item's data in an easy-to-use, powerful, fully-integrated module. Users can automatically sort, filter, and process over 50,000 items in a matter of seconds or minutes, a process that done manually could easily take weeks or months. The Offeror's past client now has the ability to stage and update items based on any field values, such as category code, family code, buyer, vendor, description, manufacturer, or inspection code.

Cost: \$30,000

Item 2: Offeror's Methodology Toolkit

The Offeror's Proprietary Toolkit (PTK) Application is a custom and proprietary, value-added toolset built on an ERP application platform and hosted by the Offeror's Data Center. The tool includes features to support the Offeror's work in implementing ERP systems, including design, development, and validation (testing). This tool promotes efficiency, standardization, and transparency across the project.

Design: The PTK provides a central tracking system to enable the best and most efficient design of the State's business processes. For instance, the tool will track each of the State's software requirements from the point of identification, through the Fit Analysis process, into the System Design of business processes, and finally into System Testing of the designed business processes. Using the powerful ERP Application reporting and query tools, the requirements can be easily analyzed at critical project juncture to see where they stand against planned targets and metrics. This tool helps ensure that the State's business processes meet each and every of its requirements.

Development: The PTK provides a central tool for documentation of detailed design, development, and unit testing of all development items (also known as development requests (DRs) throughout the project lifecycle. Types of DRs contained within the tool include conversions, interfaces, reports, workflows, and enhancements. The tool houses detailed design information for each DR in a standardized format, including business logic, conversion layouts, user interface (page) designs, security specifications, and so

forth. The tool also tracks detailed documentation supporting the actual development/programming effort, such as affected object inventory references and reusable procedures specifications. Finally, the tool tracks specific unit test scenarios, including expected results, data values, and actual results.

Validation: The PTK includes powerful tools for planning, executing, and tracking System Test cycles. The tool enables planning of test cycles through development of test scripts and test scenarios. For efficiency, these scripts and scenarios can be developed once but used and reused in multiple cycles of testing, including System Test and Acceptance Test. Test execution results for each script and scenario are entered directly into the PTK during testing. This allows standardization of test results, early identification of result trends, and the most up-to-date status reporting for management.

Cost: \$25,000 for Remote Hosting

Item 3: Third Party Solutions

Within the Exhibit F - Software Functionality and Technical Requirements there are several requirements that could be met by third party solutions. The Offeror has not provided costs in our core offer, but present them here as value added solutions.

- Offeror software will meet the barcoding requirements (requirement 1026, 1027, 1074, and 4103). The software will provide functionality beyond that specified in the RFP, so it is appropriate to list here in the value add section:
 - Cost: Asset Advantage Base Application, \$10,000 (for use with the PI portion of the application)
 - 1-10 Licensed Users w/Hardware - \$4,700 each (w/o terminals @ \$2,500 each)
 - 11+ Licensed Users w/Hardware - \$3,200 each (w/o terminals @ \$1,000 each)
 - Services (Modifications, Configuration & Training and travel), \$41,000
 - Scanners for PC's, \$500 each and Pre-printed Labels, \$2,000 for 10,000
- Offeror service provides a subscription based service to meet the clean address requirement 1740 and 2050.
 - Cost: \$5695 per year for up to 120K address verifications.
- Offeror software will meet the retail cashiering requirements (requirement 1673-1682). The software will provide functionality beyond that specified in the RFP, so it is appropriate to list here in the value add section:
 - Cost: License = \$100k based on 25 registers
 - Implementation =400k, unlimited registers. Initial rollout and creation of golden CD which can be loaded on each register after pilot.

Item 4: ERP Recruiting Module

Implement the fully integrated recruiting module for job openings, recruiting and new hires.

Cost: Software Cost: Estimate \$250,000

Item 5: ERP – Policy Automation Module

Policy automation solution enables government agencies throughout the world to effectively deliver services and fairly and consistently determine legislated and policy obligations. The fundamental objective of our policy solution is to enable much greater direct participation by policy experts in the development of eligibility systems by directly transforming regulations, legislation, and other policy documents into executable business rules.

Cost:TBD**

Item 6: Governance, Risk and Compliance Module

Without the ability to coordinate and consolidate governance, risk, and compliance (GRC) activities, organizations cannot rise to calls for greater accountability, nor can they evaluate and manage potential threats to the organization, all the while keeping resources and costs in check.

Cost: TBD**

Item 7: Master Data Management Module

Many organizations still don't have a true view of their citizen and suppliers, much less their inventory and financials. Although they invest in new, sophisticated enterprise applications to handle business processes, the data those systems generate is not centrally managed. Master Data Management solutions are designed to consolidate, cleanse, and enrich key business data from across the enterprise, and synchronize it with all applications, business processes, and analytical tools.

COST: TBD** NOTE: MODULE PRICING WILL BE BASED ON NUMEROUS FOOTPRINT FACTORS

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)
Cross-Initiative							
Robert Cockrum	CherryRoad	Director	Engagement Manager	1,555	1,166	8 Years	Y
Tony Laszlo	CherryRoad	Project Manager	Program Management	7,776	5,832	7.5 Years	Y
TBD	CherryRoad		System Architect	1,944	1,458		Y
TBD	CherryRoad		Portal/ Security Lead (Made Portal and Security 1 vs 2 FTEs)	7,776	5,832		N
TBD	CherryRoad		Project Admin (added)	7,776	5,832		N
Paul Yeager	CherryRoad	Practice Manager	Organizational Readiness Manager	7,776	5,832	5 Years	Y
TBD	CherryRoad		BPO Manager	7,776	5,832		N
TBD	CherryRoad		QA/ Test Manager	3,888	2,916		N
Leslie Toops	CherryRoad	Senior Consultant	Training Manager	7,776	5,832	3.5 Years	Y
Initiative 1 - FIN01							
Jon Tugada	CherryRoad	Senior Consultant	FMS Manager	4,332	3,249	14.5 Years	Y
TBD	CherryRoad		GL/ KK Functional Lead	4,332	3,249		N
TBD	CherryRoad		HCM Functional Lead	2,426	1,820		N

* 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)
TBD	CherryRoad		AR/Billing Functional Lead	4,332	3,249		N
TBD	CherryRoad		Treasury Functional Lead	4,332	3,249		N
TBD	CherryRoad		Project Costing/ Expenses Functional Lead	4,332	3,249		N
TBD	CherryRoad		Grants/ Contracts Functional Lead	4,332	3,249		N
TBD	CherryRoad		Program Management Functional Lead	4,158	3,119		N
TBD	CherryRoad		Purchasing Functional Lead	4,332	3,249		N
TBD	CherryRoad		Strat Sourcing/ Supplier Contract Mgmt Functional Lead	3,985	2,989		N
TBD	CherryRoad		ePro/ eSupplier Connect Functional Lead	4,332	3,249		N
TBD	CherryRoad		Inventory/ Order Management Functional Lead	4,332	3,249		N
TBD	CherryRoad		ALM/ IT Asset Management Functional Lead	4,158	3,119		N
TBD	CherryRoad		Hyperion Budgeting/ Planning Functional Lead	4,332	3,249		N
Dan Berta	CherryRoad	Practice Manager	Technical Lead	4,332	3,249	17 Years	Y
TBD	CherryRoad		Trainer #1	1,387	1,040		N
TBD	CherryRoad		Trainer #2	1,213	910		N
TBD	CherryRoad		Trainer #3	1,040	780		N

* 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)
Initiative 2 - HCM01							
TBD	CherryRoad		HCM Manager	4,159	3,119		N
TBD	CherryRoad		Core HR/eProfile Functional Lead/ ePerformance	4,159	3,119		N
TBD	CherryRoad		HR - Health & Safety/ Succession Planning (Cut in half)	1,800	1,350		N
TBD	CherryRoad		Position Management Functional Lead	4,159	3,119		N
TBD	CherryRoad		Benefit Administration/ eBenefits Functional Lead	4,159	3,119		N
TBD	CherryRoad		Benefit Administration/ eBenefits Functional	3,812	2,859		N
TBD	CherryRoad		Payroll Functional Lead	4,159	3,119		N
TBD	CherryRoad		Payroll Functional	3,812	2,859		N
TBD	CherryRoad		FIN Functional Lead	4,159	3,119		N
TBD	CherryRoad		ELM/eDevelopment Functional Lead	4,159	3,119		N
TBD	CherryRoad		Technical Lead	3,985	2,989		N
TBD	CherryRoad		Trainer #1	1,387	1,040		N
TBD	CherryRoad		Trainer #2	1,387	1,040		N
Technical Resources							
TBD	CherryRoad		Conversion Developer FIN	3,637	1,819		N
TBD	CherryRoad		Conversion Developer FIN	3,465	0		N
TBD	CherryRoad		Conversion Developer FIN	3,465	0		N
TBD	CherryRoad		Conversion Developer HCM	3,464	1,732		N

* 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)
TBD	CherryRoad		Conversion Developer HCM	3,292	0		N
TBD	CherryRoad		Interface Developer (FIN)	3,264	1,632		N
TBD	CherryRoad		Interface Developer (HCM)	3,091	1,545		N
TBD	CherryRoad		Customizations Developer (FIN)	3,264	1,632		N
TBD	CherryRoad		Customizations Developer (FIN)	2,944	0		N
TBD	CherryRoad		Customizations Developer (HCM)	3,091	1,545		N
TBD	CherryRoad		Customizations Developer (HCM)	2,771	0		N
TBD	CherryRoad		Workflow/Reports Developer (FIN)	52	260		N
TBD	CherryRoad		Workflow/Reports Developer (FIN)	520	260		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	Robert Cockrum
* Employer name	CherryRoad Technologies
Position in the company	Director
Length of time in position	1.5 Years
Length of time at company	8 Years
Project position and responsibilities	Engagement Manager To ensure that the project remains on schedule and to monitor the resource allocation throughout the various phases of the project from the vendor and the State, we will utilize one of our practice directors as the engagement manager. The engagement manager has experience with similar implementations and is ultimately responsible and held accountable for the success of this project. The engagement manager is the partner level interface between vendor corporate management and the state sponsors/ steering committee and is empowered to make project modifications in the interest of the state project.
Education and certifications	<ul style="list-style-type: none"> • Bachelor of Business Administration (BBA) • Project Management Profession (PMP)
Technical skills and qualifications for the project position	Mr. Cockrum has a wide range of experiences within government and private sector work. He is a PMI certified Project Manager and has been involved with three Software statewide ERP public sector implementations. During these implementations, Mr. Cockrum has worked with the client as a project manager, team lead, module lead, and training lead. In addition to the statewide Software ERP implementations he has led other public sector ERP implementations and before joining System Implementer, traveled with the White House Advance Team, functioning in many capacities.

*** Information contained in these fields will not be provided to the PEC during evaluation.**

* Staff member name	Tony Laszlo
* Employer name	CherryRoad Technologies
Position in the company	Project Manager
Length of time in position	2.5 Years
Length of time at company	7.5 Years
Project position and responsibilities	<p>Program Manager</p> <p>The program manager is an experienced implementer of the Software product who has completed multiple product implementations using the vendor implementation methodology. The Program Manager will be responsible for supervising and coordinating the ongoing project activities and the respective leads of the functional, technical, and organizational readiness tracks of the project. The program manager will also be responsible for coordinating the processing of project risks, and communicating them to the state program management and steering committee.</p>
Education and certifications	<ul style="list-style-type: none"> • Bachelor of Science, Electronics Engineering Technology (BSEET) • Masters in Business Administration (MBA) Finance • Project Management Profession (PMP)
Technical skills and qualifications for the project position	<p>Mr. Laszlo brings 26 years of information systems experience that includes over 14 years of Software knowledge, eight of which are with public sector. Mr. Laszlo is a certified Software consultant and is a certified project manager (PMP). Mr. Laszlo is a proven professional in the areas of project management and planning (for both implementations and upgrades), business process reengineering, fit analysis, system design, programming, ad hoc reporting, and testing. He has methodology knowledge and utilizations focusing on Project Management Institute (PMI) standards. His technical background provides a valuable complement to his functional knowledge of applications. Mr. Laszlo works with end-users to define requirements and then implement solutions. His focused attention to detail combined with excellent communication and organizational skills have enabled him to successfully lead implementation and upgrade teams into production and beyond.</p>

* Staff member name	Paul Yeager
* Employer name	CherryRoad Technologies
Position in the company	Practice Manager
Length of time in position	3 Years
Length of time at company	5 Years
Project position and responsibilities	<p>Organizational Readiness Manager Together with the State Change Management Coordinator and Change Management Resources, the Organizational Readiness Manager will participate in the change management aspects of the Project. The responsibilities for the System Implementer's organizational readiness manager include:</p> <ul style="list-style-type: none"> • Develop the Change Management Plan • Manage execution of all change management activities during the Project • Assist in developing the change management plan • Manage logistics for information gathering • Develop the Communication Plan • Prepare communications • Developing the Training Strategy and Training Plan • Facilitate information gathering sessions • Compile and analyze change impact data • Prepare, deliver and analyze surveys, evaluations, and assessments
Education and certifications	<ul style="list-style-type: none"> • Certified Project Management Professional (PMP), Project Management Institute • Master of Science; Management, Organizational Training and Development; University of Denver • Master of Divinity, Pacific Lutheran Theological Seminary • Bachelor of Science, Biology; University of Nevada, Reno
Technical skills and qualifications for the project position	<p>Mr. Yeager is a highly experienced Organizational Readiness Manager, possessing the appropriate PMP certifications, and has led this effort for some of System Implementer's largest ERP projects. Included among them is a Software ERP project for Client Name, where 55,000 employees were impacted. Below are some of Mr. Yeager's specific project skills.</p>

	<ul style="list-style-type: none">◆ Project Management◆ Change Leadership◆ Team Building◆ Business Requirements Gathering◆ Job Impact Analysis◆ Training Effectiveness◆ Team Performance◆ Communication Effectiveness	<ul style="list-style-type: none">◆ Mapping◆ Change Agent Network Development◆ Knowledge Transfer◆ Business Process Assessment and Redesign◆ Change Impact Analysis◆ Project Tracking◆ Resistance Management◆ Business Process	<ul style="list-style-type: none">◆ Change Management◆ Leadership Training & Development◆ Stakeholder Mapping◆ Survey Design◆ Readiness Assessment◆ Process Improvement◆ Job Design/Redesign◆ Change Agent Network Expectations Management
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* Staff member name	Leslie Toops
* Employer name	CherryRoad Technologies
Position in the company	Senior Consultant
Length of time in position	3.5 years
Length of time at company	3.5 years
Project position and responsibilities	<p>Training Manager</p> <p>Vendor's Training Manager will be responsible for working with the organizational readiness manager, the project manager, and the functional consultants as well as the state in developing the training strategy, supervise the creation of training curriculum and training materials and the delivery of the training for each initiative.</p>
Education and certifications	<ul style="list-style-type: none"> • Bachelor of Business Administration (BBA) • Masters in Business Administration (MBA) • Professional in Human Resources (PHR)
Technical skills and qualifications for the project position	<p>Ms. Toops has led training teams in all phases of the project life cycle and produced creative learning solutions. She has been in lead positions for multiple Software statewide ERP initiatives and understands the inherent complications and opportunities. Furthermore, she understands the training tool as she is a Software Training Tool subject matter expert. She has also excelled in training multiple classes to hundreds of state agency employees on various business processes, even those not within the realm of her background experience.</p>

* Staff member name	Jon Tugada
* Employer name	CherryRoad Technologies
Position in the company	Senior Consultant
Length of time in position	8 Years
Length of time at company	14.5 Years
Project position and responsibilities	<p>FMS Project Manager</p> <p>The project manager is an experienced implementer of the Software product who has completed multiple product implementations using the vendor implementation methodology. This person will be responsible for facilitating the Fit/Gap sessions, organizing and running the project, and coordinating all resources. The project manager's role is to provide advice, counsel, and direction to the project team on implementation activities. It is this individual's responsibility to:</p> <ul style="list-style-type: none"> • Assist in identifying current policies, procedures, and workflows to implement • Assist in the development of a detailed Project Implementation Plan • Monitor project task completion and produce status reports • Facilitate Fit/Gap analysis sessions and assist in achieving milestones and deliverables
Education and certifications	<ul style="list-style-type: none"> • Bachelors in Science (BS), Industrial Engineering • Masters in Business Administration (MBA) Candidate • Software Certified Financials Consultant; Software Supply Chain Consultant • Certificates in Data Communications and Local Area Network Support
Technical skills and qualifications for the project position	<p>Mr. Tugada is the System Implementer Software Supply Chain Practice Leader and has a strong history in Team Lead positions for many large public sector clients. He has worked with the System Implementer design methodology of multiple statewide projects to ensure requirements traceability and a strong product for the client. Furthermore, he has 14 years of implementation experience in Software Financials and Supply Chain Suites.</p>

* Staff member name	Dan Berta
* Employer name	CherryRoad Technologies
Position in the company	Practice Manager
Length of time in position	11 Years
Length of time at company	14 Years
Project position and responsibilities	<p>Technical Lead This individual is Software trained and certified and has also worked on a number of Software implementations. In addition, this resource has experience in managing large teams of consultant and client technical teams. They are responsible for the following:</p> <ul style="list-style-type: none"> • Working with State in the development and enforcement of the database strategy • Working with the State in the development and enforcement of development standards • Quality assurance on all technical work for the project • Facilitate and expedite on-boarding process for technical resources throughout each initiative • Ensure technical issues are identified and escalated • Work with the project managers for each initiative to assign tasks to technical resources • Conduct technical status meetings and provide updates to the project managers for the respective project plans
Education and certifications	<ul style="list-style-type: none"> • Software Certified Technical Consultant, Version 8 • Associate of Science, Computer Science, Lehigh County Community College
Technical skills and qualifications for the project position	<p>Mr. Berta possesses nearly 20 years of progressively responsible experience in the implementation of Software solutions. His project list is extensive, and includes large and complex projects for many noted public sector clients. Below are some of Mr. Berta's specific project skills.</p>

	<ul style="list-style-type: none"> ◆ Software Tools ◆ Software Code ◆ Crystal/Query ◆ SQL/SQR ◆ Application Engine ◆ Component Interface ◆ Change Assistant ◆ COBOL ◆ Visual Basic ◆ Software ◆ XML Publisher 	<ul style="list-style-type: none"> ◆ HRMS/HCM ◆ Payroll ◆ Payroll Interface ◆ Time & Labor ◆ Benefits Administration ◆ Benefits Billing ◆ Salary Planning ◆ eProfile ◆ ePay ◆ eBenefits ◆ Variable Compensation 	<ul style="list-style-type: none"> ◆ Position Management ◆ Candidate Gateway/ Talent Acquisition ◆ ELM/Student Administration ◆ General Ledger ◆ Accounts Receivable/Billing ◆ Accounts Payable ◆ Asset Management ◆ eProcurement ◆ Inventory
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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).

Our Sample System Configuration Document follows.

Exhibit D2, Sample System Configuration Document

General Ledger

Purpose and Scope

This document was created to define the configuration of a Software General Ledger application and serves several purposes. Among these are to:

- Define key parameters to set up the system for use. Once documented, these parameters illustrate and support key decisions made and serve as guidelines if other environments must be set up by hand.
- Document key decisions made by the Client about how the Software General Ledger software system will be used. Documenting the decisions in the configuration document allows us to reference the requirements ID to the system function and associated pages (where applicable), which promotes requirements traceability.
- Record *how* the Software General Ledger system was configured by the Client project team and *why* they did it that way.

Not every setup page in the system is included in this configuration document. If similar pages exist for different business units, field options, etc., the additional pages will be noted but not shown here.

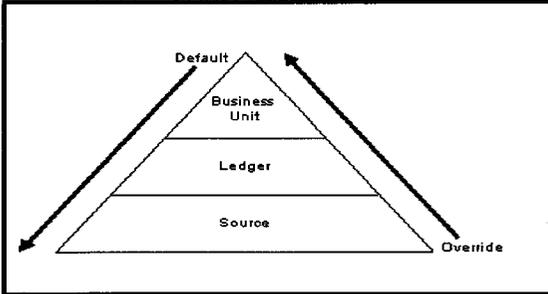
Contents

This document contains the following components.

- **Definition:** Description of the configuration is provided to explain functions of the configuration. Further information can be found within Software documentation or other project documentation.
- **Client Design Decision:** Explains decisions on *how* or *why* the Client intends to use the configuration in the specified manner.
- **Requirement Document Name and Version (if applicable):** Details the name of the document where the requirement originated. Required for requirements traceability.
- **Requirement ID (if applicable):** Required for requirements traceability.
- **Design Contributions:** Client team members that participated in making the decision to configure the system in the documented manner.
- **Navigation:** The click path to navigate to the configuration.
- **Page Shot:** An image of the particular configuration for reference purposes.
- **Table Values (if applicable):** If the configuration contains a small number of relevant fields and values, a table can be inserted to list specific details.
- **Table Values Location Link (if applicable):** If the configuration contains a large number of relevant fields and values, a link is provided to an Excel spreadsheet containing all values residing on the table.

GL Structure

Software General Ledger is structured in a three-part hierarchy. The entire framework for organizing and storing data is based on Business Units, Ledgers, and Sources. The diagram below demonstrates the concept.



A **Business Unit** is the highest level of organization in General Ledger. The Business Unit represents a balanced set of books for an entity—usually a legal entity. Depending on how the organization reports its data, various divisions may be defined as business units.

Ledgers are assigned and exist within the Business Unit. Each business unit can have one or more ledger(s). Business units can have their own ledgers or share common ledgers. Ledgers can represent different sets of data such as actual results, budgets, summarized data, forecast data, statistical data, etc. There is a high degree of flexibility in how the organization can structure the relationship between ledgers and business units.

Sources represent the point of entry for data going into General Ledger. Sources typically represent a department or sub-ledger such as payables or receivables. Any journal posted to the General Ledger must have a valid Source.

Rules governing the entry and posting of journals are defined at the business unit, ledger, and source levels. The business unit level provides the global default rules; however, they can be overridden at the ledger or source level. Typically, ledger and source rules will define the few exceptions to the overall business unit rules.

Chart Field Design – Chart Field Configuration

Definition: The accounting chart field is the basic set of building blocks for recording and storing all financial data in General Ledger. The chart field is used universally across all other Software applications. Key chart field decisions include display name, order, display length, description, label, and usage or purpose. Software minimally requires using the Account field to define any financial transaction in the System.

Client Design Decision: The following were key considerations for the Client chart field configuration.

1. Ability to facilitate all current and future (known and unknown) reporting needs.
 - a. Ability to easily pull specific data fields or sets of data using Software tools.
 - b. Meet all GASB and government reporting requirements.
2. Provide intuitive and easy access to data through Software tools and delivered screens for Client staff.
3. Keep maintenance as easy as possible when operating in the Software environment:
 - a. Eliminate redundant values.
 - b. Structure chart fields and values in ways that maximizes tree usage without making trees and tree maintenance complicated and time consuming.
 - c. Structure chart fields and values to compliment combination editing set up and usage.
 - d. Facilitate sub-ledger chart field default account templates and year-end processing account templates.
 - e. Facilitate configuration of any allocations with respect to pool, basis, and target definitions.
 - f. Facilitate definition of controlled budgets. Different chart field sets can be defined for different scenarios. For example, one fund may require budgeting to four chart fields; another fund may require only three chart fields.
4. Facilitate data entry – While additional fields may on the surface seem to increase data entry, they will actually help data entry because of the ability to use templates and to set default values. Excel journal upload will also improve data entry.
 - a. Chart fields can be defined as required or not required (through combination editing and module setup).
 - b. Multiple templates can be defined based on the type of journals (revenue, expense, etc.).

Comments: Client is using the Standard chart field configuration to produce the chart field defined below.

1. Fund Code
2. Department
3. Account
4. Business Unit
5. Project
6. Activity
7. Source Type
8. Category
9. Sub-Category
10. Budget Reference
11. Fund Affiliate

Status	Order	Field Name	Field Short Name	Display Order	Alt/Def. Type	Initial/Default Value
<input checked="" type="checkbox"/>	1	Fund Code	Fund	2		
<input checked="" type="checkbox"/>	2	Department	Dept	6	Related	
<input checked="" type="checkbox"/>	3	Account	Account	6	Related	
<input checked="" type="checkbox"/>	4	PC Business Unit	PC Bus Unit	6	Related	
<input checked="" type="checkbox"/>	5	Project	Project	7	Related	
<input checked="" type="checkbox"/>	6	Activity	Activity	6	Related	
<input checked="" type="checkbox"/>	7	Source Type	Source Type	6		
<input checked="" type="checkbox"/>	8	Category	Category	6		
<input checked="" type="checkbox"/>	9	Subcategory	Subcategory	6		
<input checked="" type="checkbox"/>	10	Budget Reference	Bud Ref	6		
<input checked="" type="checkbox"/>	11	Fund Affiliate	Fund Affl	10	InterUnit	Fund Code
<input type="checkbox"/>	99	Alternate Account	Alt Acct	10		
<input type="checkbox"/>	99	ChartField 1	ChartField 1	10		
<input type="checkbox"/>	99	ChartField 2	ChartField 2	10		
<input type="checkbox"/>	99	ChartField 3	ChartField 3	10		
<input type="checkbox"/>	99	Class Field	Class	6		
<input type="checkbox"/>	99	Operating Unit	Oper Unit	6		
<input type="checkbox"/>	99	Product	Product	6		
<input type="checkbox"/>	99	Program Code	Program	6		
<input type="checkbox"/>	99	Alt/State	Alt/State	6	InterUnit	
<input type="checkbox"/>	99	Operating Unit Alt/State	Oper Unit Alt/State	10	InterUnit	

Navigation: Set Up Software > Common Definitions > Design Chart Fields > Configure > Standard Configuration

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.

CherryRoad takes exception to the following Terms and Conditions identified in the State's Request for Proposal (RFP) and reserves the right to negotiate mutually acceptable language prior to execution of the Contract.

General Exceptions

- CherryRoad would anticipate developing a detailed mutually agreed upon Statement of Work (SOW) reflecting revisions to this proposal that would be included as part of the Contract. The SOW will replace any specific descriptions of the services and payment terms identified in the RFP.
- CherryRoad requests the inclusion of a provision preventing either party from hiring the employees of the other party.
- CherryRoad requests the inclusion of a clause protecting its confidential information.

Specific Exceptions to the RFP

1.14 Subcontractors

- CherryRoad agrees not to substitute a subcontractor after Contract approval without prior written approval of the State project directors; however, CherryRoad requests that such approval not be unreasonably withheld, conditioned or delayed.

1.16 Offeror's Certification

- CherryRoad agrees to comply with all terms and conditions set out in this RFP subject to the exceptions set forth in this proposal.

1.18 Right to Inspect Place of Business

- CherryRoad agrees to an inspection of its place of business related to performance of the Contract, but requests advance notice and that such inspection be held during reasonable business hours.

1.21 Assignment

- CherryRoad agrees not to transfer or assign any portion of the Contract without prior written approval from the procurement officer; however, CherryRoad requests that such approval not be unreasonably withheld, conditioned or delayed.

2.03 Site Inspection

- CherryRoad agrees to on-site visits to evaluate CherryRoad's capacity to perform the Contract, but requests advance notice and that such inspection be held during reasonable business hours.

2.05 Supplemental Terms and Conditions

- The order of preference should be negotiated once the Statement of Work has been developed to ensure a logical flow.

Standard Contract Information

3.01 Contract Type

- CherryRoad would anticipate developing a detailed mutually agreed upon Statement of Work (SOW) reflecting revisions to this proposal that would be included as part of the Contract. The SOW will replace any specific descriptions of the services and payment terms identified in the RFP.

3.04 Proposal as Part of the Contract

- The order of preference should be negotiated once the Statement of Work has been developed to ensure a logical flow. Only written terms signed by both parties can be part of a Contract between the State and CherryRoad. If there are parts of videotaped interviews the State wishes to include in a Contract, the interviews can be transcribed and incorporated in the Contract.

3.08 Payment Procedures

- CherryRoad would anticipate developing a detailed mutually agreed upon Statement of Work (SOW) reflecting revisions to this proposal that would be included as part of the Contract. The SOW will replace any specific descriptions of the services and payment terms identified in RFP.
- CherryRoad requests net 30 payment terms.

3.09 Withholding

- CherryRoad can agree to a retainage of 5% with specific release criteria to be negotiated.

3.12 Contract Personnel

- CherryRoad agrees that any change of the project team members named in the proposal must be approved in advance and in writing by the State project manager; however, such approval shall not be unreasonably withheld, conditioned or delayed.
- Only those persons working on the State's project will be subject to a criminal background check; upon request by the State, the results will be reported to the State project manager.

3.13 Inspection & Modification – Reimbursement for Unacceptable Deliverables

- CherryRoad is responsible for the completion of all work set out in the Contract unless otherwise specified in the Contract.
- Any Contract corrections or modifications to the Contract must be in writing and signed by both parties.

3.14 Termination for Default

- For all terminations by the State for any reason, CherryRoad requires thirty (30) days' written notice and payment for all services performed through the date of termination. Such obligation shall survive the termination of the Contract.
- CherryRoad requests a thirty (30) day opportunity to cure any breach of the Contract.
- CherryRoad believes that it should have the right to temporarily stop work and ultimately terminate the Contract in the event that the State fails to perform its obligations under the Contract and does not cure the breach within thirty (30) days. CherryRoad requires payment for all services performed through the date of termination and such obligation shall survive the termination of the Contract.

3.17 Nondisclosure and Confidentiality

- CherryRoad requests that this provision apply to both parties' confidential information.
- CherryRoad requests the inclusion of a clause that if either party is confronted with legal action or legal process or believes applicable law requires it to disclose any portion of the confidential information protected hereunder, that party shall promptly notify and assist the other party (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of that party's confidential information that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained. Neither party can agree to not release the confidential information for 30 days if the legal action or legal process requires otherwise.

4.04 Useful Information

- CherryRoad agree to comply with all reasonable State security policies and procedures provided such are provided in advance to CherryRoad.

5.03 Maintenance and Support

- CherryRoad will agree to pass through the most favorable warranty and indemnification terms provided by Oracle in the Oracle License and Services Agreement.

5.04 Deliverables

- CherryRoad would anticipate developing a detailed mutually agreed upon Statement of Work (SOW), which includes deliverables and acceptance criteria, reflecting revisions to this proposal that would be included as part of the Contract. The SOW will replace any specific descriptions of the services and payment terms identified in the RFP.

Attachment G – Standard Implementation Services Agreement

Appendix A – General Provisions

Article 2. Inspections and Reports

- CherryRoad requests that any inspection must also be done during business hours.

Article 4. Equal Employment Opportunity

- 4.7 – CherryRoad requests payment for all services performed through the date of termination.

Article 5. Termination

- For all terminations by the State for any reason, CherryRoad requires thirty (30) days' written notice and payment for all services performed through the date of termination. Such obligation shall survive the termination of the Contract.
- CherryRoad requests a thirty (30) day opportunity to cure any breach of the Contract.
- CherryRoad believes that it should have the right to temporarily stop work and ultimately terminate the Contract in the event that the State fails to perform its obligations under the Contract and does not cure the breach within thirty (30) days. CherryRoad requires payment for all services performed through the date of termination and such obligation shall survive the termination of the Contract.

Article 6. Assignment

- CherryRoad agrees not to assign or delegate this Contract, or any part of it, or any right to the money to be paid under it, except with the written consent of the Project Director and Agency Head; however, CherryRoad requests that this consent not be unreasonably withheld, conditioned or delayed.

Article 9. Payment of Taxes

- CherryRoad requests that payment by the State be made for reasonably satisfactory performance.

Article 10. Ownership of Documents

- CherryRoad will agree to grant the State either ownership rights to or a perpetual license to use all work products produced under the Contract; however the grant will be tied to receipt of full payment for the work product.

Article 12. Conflicting Provisions

- The order of preference should be negotiated once the Statement of Work has been developed to ensure a logical flow.

Appendix B – Indemnity and Insurance

Article 1. Indemnification

- CherryRoad will agree to the indemnifications requested only to the extent that it is responsible for the action or omission requiring indemnification.
- CherryRoad requests clarification on the term "independent negligence".

Appendix C – Statement of Work

C. Scope

- CherryRoad would anticipate developing a detailed mutually agreed upon Statement of Work (SOW) reflecting revisions to this proposal that would be included as part of the Contract. The SOW will replace any specific descriptions of the services and payment terms identified in RFP.

D. Staffing

- CherryRoad requests that where the State's consent is required in this section, that such consent not be unreasonably withheld, conditioned or delayed.
- Regarding subcontractor surcharges, as part of the SOW, CherryRoad will negotiate rates with the State for all resources, including subcontractors and those agreed upon rates will govern.
- Any criminal background check of subcontractors shall be provided if requested by the State.

E. Contractor Deliverables

- CherryRoad would anticipate developing a detailed mutually agreed upon Statement of Work (SOW), which includes deliverables and acceptance criteria, reflecting revisions to this proposal that would be included as part of the Contract. The SOW will replace any specific descriptions of the services and payment terms identified in the RFP.
- CherryRoad agrees to use reasonable efforts to cooperate with State personnel and any other third parties that State hires to perform work related to the Services.
- CherryRoad shall not make access rights accessible or disclose them to any third persons without the State's prior consent.
- CherryRoad shall not knowingly compromise the physical network integrity or security of State's facilities and equipment.
- CherryRoad requests the inclusion of a Disclaimer of Warranties.

F. State and Contractor Responsibilities and Access

- CherryRoad agrees to comply with all of the State's reasonable security procedures provided they are provided in advance.
- CherryRoad will agree to be liable for breach of the State's systems from Contractor's improper access or improperly using State's passwords and access rights only to the extent that it is directly responsible for breach of the systems.

G. Warranty of Performance

- CherryRoad would anticipate developing a detailed mutually agreed upon Statement of Work (SOW) reflecting revisions to this proposal that would be included as part of the Contract. The SOW will replace any specific descriptions of the services and payment terms identified in the RFP.
- CherryRoad agrees that the Services will not violate or infringe upon the rights of third parties; however, CherryRoad is not responsible to the extent any infringement is attributable to the acts or omissions of the State including, without limitation, materials, specifications, or products provided by the State, modifications made by the State to any of the products or services delivered by CherryRoad or if the State uses the products or the services in a manner not intended by CherryRoad.
- Errors or omissions as a result of CherryRoad's actions shall be remedied in accordance with the terms of this Contract.

H. Limitation of Liability

- Any liability incurred by CherryRoad in connection with this agreement shall be limited to the aggregate amount of all fees and expenses actually paid by the state to CherryRoad under this agreement. Any liability incurred by the state in connection with this agreement shall be limited to the aggregate amount of all fees and expenses owing to CherryRoad under this agreement at the time such liability arose.
- CherryRoad also requests a limitation on damages that are not direct damages.

Appendix D

- CherryRoad would anticipate developing a detailed mutually agreed upon Statement of Work (SOW) reflecting revisions to this proposal that would be included as part of the Contract. The SOW will replace any specific descriptions of the services and payment terms identified in the RFP.

A. Payment Schedule

- Changes to the schedule of deliverables caused solely by CherryRoad's performance shall not entitle CherryRoad to additional compensation.
- The State may reasonably withhold any payment due under this Agreement to CherryRoad for the purpose of setoff but only to the extent of the amount in dispute. If the State withholds more than the amount for the disputed work, then CherryRoad may suspend its performance until such amount is paid.

B. Withholding Payment

- CherryRoad will agree to a 5% retainage with specific release criteria to be negotiated.
- CherryRoad will agree to pass through the most favorable warranty and indemnification terms provided by Oracle in the Oracle License and Services Agreement.

Attachment H – Standard Licensing and Maintenance Agreement

- CherryRoad requests to incorporate the terms of Oracle America, Inc. ("Oracle")'s License and Services Agreement subject to mutual negotiation between CherryRoad and the State.
- Notwithstanding the exceptions contained herein, CherryRoad is willing to negotiate any terms the State requires by law.

Appendix A General Provisions

Article 2. Inspections and Reports

- CherryRoad requests that any inspection also be done during normal business hours.

Article 5. Termination

- For all terminations by the State for any reason, CherryRoad requires thirty (30) days' written notice and payment for all services performed through the date of termination. Such obligation shall survive the termination of the Contract.
- CherryRoad requests a thirty (30) day opportunity to cure any breach of the Contract.
- CherryRoad believes that it should have the right to terminate the Contract in the event that the State fails to perform its obligations under the Contract and does not cure the breach within thirty (30) days. CherryRoad requires payment for all services performed through the date of termination and such obligation shall survive the termination of the Contract.

Article 6. No Assignment or Delegation

- CherryRoad agrees not to assign or delegate this Contract, or any part of it, or any right to the money to be paid under it, except with the written consent of the Project Director and Agency Head; however, CherryRoad requests that this consent not be unreasonably withheld, conditioned or delayed.

Article 10. Ownership of Documents

- Oracle and its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed and delivered under this agreement resulting from services. The State may make a sufficient number of copies of each program for its licensed use and one copy of each program media.
- The programs are restricted to the internal business operations of the State subject to the terms of this agreement, including the Oracle License and Services Agreement's license definitions (which are incorporated by reference) and rules set forth in the program documentation. The State may permit agents or contractors (including, without limitation, outsourcers) to use the programs on your behalf for the purposes set forth in this agreement, subject to the terms of such agreement, provided that the State is responsible for the agent's, contractor's and outsourcer's compliance with the end user license agreement in such use. For programs that are specifically designed to allow the State and its suppliers to interact with the end user in the furtherance of the end user's internal business operations, such use may be allowed under this end user license agreement. Oracle's license definitions and rules are subject to change.
- Ancillary programs are third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.
- Oracle and its licensors retain all ownership and intellectual property rights to the programs.
- Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation and such third party technology is licensed to the end user under the terms of the third party technology license agreement specified in the program documentation and not under the terms of this end user license agreement.
- The State is prohibited from assigning, giving, or transferring the programs and/or any services ordered or an interest in them to another individual or entity (in the event the end user grants a security interest in the programs and/or any services, the secured party has no right to use or transfer the programs and/or any services). If the State decides to finance its acquisition of the programs and/or any services, the end user must follow Oracle's policies regarding financing which are available at <http://oracle.com/contracts>.
- The following is prohibited:
 - a) use of the programs for rental, timesharing, subscription service, hosting, or outsourcing;
 - b) the removal or modification of any program markings or any notice of Oracle's or its licensors' proprietary rights;
 - c) making the programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license); and
 - d) Title to the programs from passing to the State or any other party.
- The following is also prohibited: Reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar material produced by programs) and duplication of the programs except for a sufficient number of copies of each program for the licensed use and one copy of each program media.
- Some programs may include source code that Oracle may provide as part of its standard shipment of such programs. That source code shall be governed by the terms of this end user license agreement.

Article 12. Conflicting Provisions

- CherryRoad agrees to the following; however, CherryRoad requests to incorporate the terms of Oracle America, Inc. ("Oracle")'s License and Services Agreement subject to mutual negotiation between CherryRoad and the State after such negotiation, those terms shall take precedence.

Article 15. Adverse Interests

- CherryRoad is not averse to agreeing not to provide services or enter into any agreement to provide service to a person or organization that has interests that are adverse to the State; however, before CherryRoad can agree to this provision it needs to have knowledge of the State's definition of "adverse".

Appendix B Indemnity and Insurance

Article 1. Indemnification

- CherryRoad will agree to the indemnifications requested only to the extent that it is responsible for the action or omission requiring indemnification.
- CherryRoad requests clarification on the term "independent negligence".

Appendix C Terms and Conditions

1. Definition of Terms

- 1.2 – CherryRoad requests that "Agreement" also include Oracle's License and Services Agreement.
- 1.5 – CherryRoad requests that "Confidential Information" include information from both parties that the parties may have access to that is confidential to one another.

2. Licenses Software Terms and Conditions

2.1 License Grants, Restrictions and Ownership

- CherryRoad requests to incorporate those terms it added to Appendix A, Article 10.
- Some programs may include source code that Oracle may provide as part of its standard shipment of such programs. That source code shall be governed by the terms of this end user license agreement.
- CherryRoad is permitted to audit a reasonable number of times per year the State's use of the programs. The State is required to provide reasonable assistance and access to information in the course of such audit and permit CherryRoad to report the audit results to Oracle or to assign CherryRoad's right to audit the State's use of the programs to Oracle. Where CherryRoad assigns its right to audit to Oracle then Oracle shall not be responsible for any of the State's costs incurred in cooperating with the audit.

2.2 Limited Software Warranty

- CherryRoad will agree to pass through the most favorable warranty and indemnification terms provided by Oracle in the Oracle License and Services Agreement.
- CherryRoad requests the inclusion of a Disclaimer of Warranties.

3. Service Level Program Terms and Conditions

- CherryRoad will agree to pass through the most favorable terms provided by Oracle in the Oracle License and Services Agreement.

4. General Terms and Conditions

4.2 State Responsibilities and Contractor Access

- CherryRoad will comply with all of the State's reasonable security procedures regarding access.

4.3 Confidentiality

- CherryRoad requests that this clause be mutual so that its confidential information is protected as well.
- A party's confidential information shall not include information that: (a) is or becomes part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.
- Nothing shall prevent either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the confidential information to a federal or state governmental entity as required by law.
- The parties agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, the parties agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure.
- At the termination of the license agreement, the State is required to discontinue use and destroy or return to CherryRoad all copies of the programs and documentation.

4.4 Limitation of Liability

- CherryRoad's maximum liability for any damages arising out of or related to this Agreement or Order, whether in Contract or tort, or otherwise, shall be limited to the amount of the fees the State paid CherryRoad under this Agreement, and if such damages result from the State's use of programs or services, such liability shall be limited to the fees the State paid CherryRoad for the deficient program or services giving rise to the liability.
- CherryRoad would like to include the following language:
 - a) NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, OR LOSS OF REVENUE, DATA OR DATA USE. ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE.

4.5 Remedies

- All Cure Periods shall begin when either party receives written notice of a material breach of the terms and conditions of this Contract.
- Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the Cure Period for so long as the breaching party continues reasonable efforts to cure the breach.
- If the State is in default under this Agreement, its technical support, licenses and/or this agreement may end, in CherryRoad's sole discretion.
- For any breach of warranty, the State's exclusive remedy and CherryRoad's entire liability shall be: (a) the correction of program errors that cause the breach of warranty; or if they cannot be substantially corrected in a commercially reasonable manner, the State may end its program license and recover fees paid for the program license and any unused, prepaid technical support fees the State has paid for the program license; or (b) the reperformance of the deficient services; or if the breach cannot be substantially corrected in a commercially reasonable manner, the State may end the relevant services and recover the fees paid for the deficient services.
- CherryRoad requests the inclusion of a Disclaimer of Warranties.

4.8 No Hire of Certain Employees

- CherryRoad requests that this clause be made mutual.

Appendix D:

- CherryRoad takes exception to Appendix D, #2 in its entirety. The remaining 80% of invoiced License Fees will be due net 30 upon delivery of the physical media without any further acceptance criteria being considered.
- CherryRoad takes exception to the conditions regarding Year 1 payment for Annual Support and Maintenance. The Year 1 payment would be due net 30 upon delivery of the physical media without any further acceptance criteria being considered.

Inclusion of Additional Provisions

CherryRoad requests the inclusion of the following provisions:

- The programs that are subject to this license agreement are limited to the legal entity that executes this license agreement.
- Any additional programs that Oracle or CherryRoad may include with the programs ordered for trial, nonproduction purposes only are restricted. The State may not use such additional programs included with an order to provide training or attend training provided by the State or a third party on the content and/or functionality of the programs. The State has 30 days from the delivery date to evaluate the additional programs, subject to the terms of this end user license agreement. If the State decides to use any additional programs after the 30 day trial period, the State must obtain a license for such programs. If the State decides not to obtain a license for the additional programs after the 30 day trial period, the State must cease using and delete any such programs from its computer systems. Additional programs included with an order are provided "as is" and Oracle or CherryRoad does not provide technical support or offer any warranties for these programs.
- Technical support, if ordered from Oracle or CherryRoad, is provided under Oracle's technical support policies in effect at the time the services are provided and that Oracle's technical support policies can be accessed at <http://oracle.com/contracts>. The State is required to acknowledge that Oracle's technical support policies are incorporated into this end user license agreement by reference. If the State decides not to purchase technical support at the time of the license then the State will be required to pay reinstatement fees in accordance with Oracle's current technical support policies if the State decides to purchase support at a later date.
- Any third party firms retained by the State to provide computer consulting services are independent of Oracle or CherryRoad and are not Oracle's or CherryRoad's agents and that Oracle or CherryRoad is not liable for nor bound by any acts of any such third party firm.
- Publication of any results of benchmark tests run on the programs is prohibited.
- The State is required to comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
- Neither Oracle nor CherryRoad is required to perform any obligations or incur any liability not previously agreed to.
- The State is required to agree that it has not relied on the future availability of any programs or updates in entering into the end user license agreement; however,
 - a) if the State orders technical support from Oracle for the programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under such order, if-and-when available, in accordance with Oracle's then current technical support policies, and
 - b) the preceding sentence does not change the rights granted to the State, the end user, for any program licensed under the end user license agreement, per the terms of such end user license agreement.
- Oracle is a third party beneficiary of this end user license agreement.
- The application of the Uniform Computer Information Transactions Act is excluded.

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	14,150	20,215
2. Project status reports	7,075	10,107
3. Weekly risk reports	7,075	10,107
4. Satisfaction surveys	2,830	4,043
5. System configuration reports	7,075	10,107
6. Business process modification recommendations	9,905	14,150
7. Configured software ready for test	7,075	10,107
8. Accepted workflows	7,075	10,107
9. Hardware specification (applicable to licensed solution)	2,830	4,043
10. Application architecture documentation	2,830	4,043
11. Installation certification document	4,250	4,043
12. Data conversion plan	7,075	10,107
13. Validated migrated data	7,075	10,107
14. Reports	2,830	4,043
15. Interface specifications	2,830	4,043
16. Tested interfaces	4,250	10,107
17. Test plan	7,075	10,107
18. Volume/stress testing report	7,075	10,107
19. Training plan	4,250	6,064
20. Training materials	4,245	6,064
21. Training	4,245	6,064
22. Knowledge transfer plan and activity	2,830	4,043
23. Go-live and stabilization plan	2,830	4,043
24. Technical operations manual	2,830	4,043
25. Business user manual	2,830	4,043
26. Configured and licensed software in productive use	2,830	4,043
27. Stabilization services	2,830	4,043