

CIBER

PROJECT WORK PLAN

1. Describe the Offeror's methodology for managing project scope, schedule, and implementation of the project.

Project Management Methodology – Our proven project management methodology provides a disciplined process for successfully delivering valued business solutions to our clients on time and on budget. Our company's Project Management Methodology (PMM) is comprised of three primary project management phases: Planning, Execution, and Closure. The approaches within these three phases represent industry best practices and are consistent with the Project Management Institute (PMI) practices. We also use our PMRx Project site – a project communication and repository tool – to track project progress, issues, risks, change control and other project information and artifacts.

Our Project Manager monitors the project using our standard project plan to track tasks and monitor the critical path, making adjustments in the plan as needed. Our project plan and control processes are used by the Project Manager to manage project tasks, risks, issues and changes throughout the project and ensure that the project is on time and within budget. These processes are designed to control scope creep, enforce standards for quality assurance, and manage issues and risks. Project control processes include Issue Management, Risk Management, Change Management, Quality Assurance and Acceptance Management.

Project Schedule and Scope – Our recommended implementation approach is based on the philosophy of implementing core functionality first to ensure core business operations are supported. This approach reduces the overall project risks and allows the organization and users to adapt to the change they will experience as they transition from their current legacy systems to the best practice processes provided by the ERP Vendor's software.

Our implementation approach, phasing and timeline are built on our understanding of the State's functionality outlined in the RFP's Section Five, Scope of Work and the requirements provided in Attachment F along with our experience implementing the modules required to support those requirements. Our team will implement the ERP Vendor's system in two phases:

- Phase I – Finance, Purchasing, eProcurement – July 1, 2011 through July 1, 2012
- Phase II – HCM, Employee/Manager Self Service, Budget, Treasury and Vendor Self Service – July 1, 2012 through July 1, 2013

The project phases focus on establishing the integrated Finance modules, Purchasing and eProcurement in Phase I followed immediately by full HCM functionality including Employee Self Service, Vendor Self Service, Budgeting and Treasury Management. We have selected the right team to ensure project success; our consultants assigned to the State's project have an average of more than 9 years of experience implementing the ERP Vendor's software and in-depth public sector experience.

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.

We use several methodologies in the implementation of the ERP Vendor's system. Some of these methodologies include the following:

Project Management Methodology (PMM) – PMM is our proven project management methodology based on Project Management Institute (PMI) standards. The key components of our PMM are planning, control and communications. We will adhere to this methodology in performing the work to monitor and control the project's progress. Our project team will also use our PMRx Project site project tool and repository to track project progress, information and artifacts. PMM provides a disciplined process to aid in delivering valued business solutions to our clients on time and on budget.

Accelerated Implementation Methodology – Our team employs the approved ERP Vendor's approach for managing the project phases and deliverables. We enhance these project management processes by utilizing tools and templates created from our experiences on other implementations. We leverage the work we do with other clients to help jump start our projects using the tools and templates available. Our

implementation methodology breaks a project into five phases: Project Preparation, Blueprint, Realization, Final Preparation/Cutover and Go Live/Support. Each phase has a unique set of deliverables depending upon the requirements and scope of the implementation.

Business Process Redesign/Reengineering – The Business Process Redesign begins with the Blueprint phase of the project. Our team conducts business process workshops to capture the current business processes and contrast those processes with the standard ERP Vendor's business processes. The results of that effort are documented as "as is" processes and "to be" processes. We also identify the impacts of the changes to those processes, which are addressed in the Change Management Strategy and Planning efforts.

Blueprint and Configuration – The Blueprint phase also defines how the standard system functionality meets the State's requirements, configuration changes required and functionality that will require enhancements. The Blueprint documents all of the changes, including configurations, interfaces, reports and enhancements necessary to meet the State's business needs. Our team begins configuration changes once the Blueprint has been reviewed and approved by the State.

Change Management Methodology – Organizational readiness must be part of the overall implementation plan to minimize overall risk. Transition to new systems, processes and reporting can be overwhelming to an organization. Our change management approach identifies the major impacts to key stakeholders, develops an approach to address major changes and uses communication and readiness workshops to prepare the organization and staff for the new system. As a result, the organization is ready and able to support the system once live.

Conversion Methodology – Our methodology includes development of a conversion plan, data mapping steps, approach to building and testing conversion programs, conversion testing plans, and data validation required to convert the required data successfully.

Design Reviews/Code Reviews – Technical project team members conduct design and code reviews to ensure that reports, conversion, interfaces, etc., are developed to the standards of the ERP Vendor, our organization and the State.

Testing – During the project, several testing cycles will ensure that the project team is delivering a quality product: system, user, parallel payroll and integration testing.

3. Describe how the Offeror will transition from existing systems to the proposed systems.

Transitioning the State from its existing system to its new ERP Vendor's system requires extensive planning, careful preparation and integrated execution with the overall project. Our transition activities are focused in two areas: organizational and technical. We initiate the organizational transition activities at the outset of the project by conducting a Change Readiness Assessment. This is designed to assess the State stakeholder's capacity for change and to identify issues that may affect the stakeholder's ability to adopt successfully the State's new system and business processes. We will use the results of the Change Readiness Assessment to assist the State in developing and implementing a Change Adoption Strategy that will address the impacts of the business process and system changes.

During the Business Blueprint phases of the project, our Change Management Lead will work together with the functional consultants and the State's Subject Matter Experts (SMEs) to redesign and document the State's new business processes. As business processes are defined, the Change Management Team will use the information from the business process redesign sessions to determine the organizational areas, departments, and job positions that are affected by the change. We will conduct Change Impact review sessions with the State to validate the changes, confirm the degree or extent of the changes and document the change impacts. Working with the State's managers to prepare stakeholders for the changes will be the primary focus of the Change Adoption and Communications activities as the project moves closer to go-live.

In conjunction with the Training program for each go-live, we will develop and deploy targeted communications for each State stakeholder group which will provide employees with information regarding what they can expect as the system goes into production. We will also conduct Business Readiness workshops with managers, SMEs, and key staff members to assist them in understanding

their new roles and responsibilities, make the cultural shift required to support the new process, and to help communicate the changes to the organization. Finally, we will conduct an assessment of change adoption achieved and identify opportunities for continuous improvement

4. Describe how the Offeror will educate and train State employees on the proposed systems.

The focus of our training approach is to help the State meet its business goals and project objectives by enabling employees to effectively use the ERP Vendor's system. To accomplish this, we will use a role-based training approach in which users receive training in the business processes and system tasks that are directly related to their job functions and system authorization. The role-based training program will be delivered via blended learning, which combines eLearning and distance learning with hands-on instructor-led training on system tasks. This approach reduces the amount of time users are away from their jobs for classroom training, maximizes the amount of time that users spend doing hands-on system tasks in class and reduces the total cost of ownership by providing repeatable eLearning courses that can be used to train new employees.

We will conduct a training needs assessment to identify the training needs for the State's project team, end users, and technical and operations personnel. We will assess the stakeholder audiences as well as the training infrastructure needed to deliver training. The needs assessment outcomes and analysis will be key inputs to the development of the overall Training Strategy, which will detail the training goals and objectives for all stakeholders who are impacted by the project as well as the specific approaches for each training stakeholder group.

We will provide a detailed training plan for the design, implementation and evaluation of the training program for each implementation phase. The training plan for each phase will identify the employee audiences, training content for each of the audiences, training delivery methods, training delivery schedule and training delivery locations. The plan will also include resources needed such as the number of classrooms and number of trainers required to conduct the training for that phase.

Working collaboratively with the State's SMEs, our instructional designers will develop the course curriculum based on the State's new business processes and create customized courseware. In addition, we will customize and deliver a Train-the-Trainer program to prepare the State's instructors in the course content, delivery and use of the materials, and basic adult learning principles. Finally, we will use our Capability Transfer methodology to prepare the State's operational and technical staff to become self-sufficient in supporting and managing the State's system.

5. Describe how the Offeror will monitor performance throughout the contract term.

Project Controls – We monitor performance in many different ways. During the beginning of a project (Project Prep), the Project Manager will work with the team to refine the baseline project plan. This plan defines at a high level the tasks, dependencies, resources and project timeline required to implement the scope of the project. The Project Manager uses the project control activities to evaluate and manage issues, risks and changes throughout each month.

Project Communication and Meetings – Weekly and monthly project reports communicate critical project information to the State's project team, stakeholders, steering committee and State leadership. Those reports include the status of project tasks in relation to the project plan, project costs compared to project budget, and earned value (project tasks accomplished compared to tasks planned). In addition to status reporting, weekly project team meetings will be held to assess progress on project issues and changes requested. These meetings provide everyone with the opportunity to talk about the successes accomplished and activities planned for the next week. Monthly Steering Committee meetings are extremely beneficial because they provide an opportunity to keep the sponsors informed regarding the successes achieved and elicit their input and guidance for upcoming tasks and challenges.

Project Performance and Quality – An important component of our methodologies is the quality assessment audits that are scheduled and conducted at critical checkpoints in the project. These checkpoints not only allow us to measure the progress of the project and its adherence to our standards and methodologies, but also to detect any potential issue and allow us to adjust and make improvements along the way.

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: The State's multiple projects will affect Alaska SME's availability. (Examples: ALDER reporting project, ASSET time reporting project, Fiscal YE Close activities, and annual Benefits Open Enrollment.)

Solution 1: Establish a Program Management Office that coordinates the execution of the ASSET, ALDER, and ERP projects. This Program Office will review the various project schedules in order to minimize the impact of each project to the others; assessing major staffing/timing impacts.

Solution 2: Incorporate into the project budget a reserve for hiring temporary personnel that can be used to backfill SME's. This would ensure multiple projects have the right staff available. These backfill resources can be hired either directly by the State or through the Systems Integrator (SI). The latter transfers the administrative burden away from the State to the SI.

Risk 2: State offices and work locations are geographically dispersed throughout the State, from Barrow to Ketchikan. Many of these rural communities have sub-standard bandwidth capabilities. These challenges pose risks from both an implementation, i.e. collaboration among team members in geographically dispersed sites, deployment, i.e. end-user training, and post go-live productive use of the system by State employees.

Solution 1: Our management methodology includes proactive planning of all project activities that require State resources from remote locations; accommodating their travel to/from the central project location. Our use of video conferencing and webinars as communication tools will minimize travel costs to and from remote locations.

Solution 2: Our project management methodology includes a training strategy, plan, and schedule that thoroughly address the deployment of the training program to the remote locations.

Solution 3: Addressing the connectivity issues will require collaboration among the stakeholders; we recommend the State address these issues as a separate project before the ERP project is deployed.

Solution 4: Select an ERP system with an architecture that inherently mitigates these risks. Our proposed ERP solution provides quick communication to the application for all types of users, i.e. internal, external, and remote users. We also plan to install additional application servers in Fairbanks and Anchorage, at a minimum, to provide optimal performance for users in locations other than Juneau.

Risk 3: Data quality in the legacy systems. The State is planning to replace myriad loosely connected systems. Some, if not all of these systems, use common and overlapping data elements. The quality of the data cleansing effort as well as the conversion will be critical to the successful deployment of the ERP solution. Incomplete data cleansing and/or data conversion poses the risk of a serious loss in performance post go-live. Data cleansing will also put an additional strain on State resources

Solution 1: Our project management methodology includes a conversion and data cleansing strategy, plan, and schedule that thoroughly addresses all aspects of data acquisition, cleansing, and conversion.

Solution 2: Our test strategy and plan for the State includes multiple test cycles that are executed with converted data, which thoroughly tests the quality of the data.

Solution 3: See Solution 2 to Risk 1 identified above

Risk 4: As the State migrates from its current legacy infrastructure to an ERP platform, its business processes will become more integrated and will depend more on the underlying IT infrastructure. Not having those systems available for any length of time therefore poses a business continuity risk.

Solution: The technology risk mitigation plan that we propose provides, among other elements, for a High-Availability system, and the planning for various disaster recovery scenarios. The fact that the State operates out of multiple locations provides for an optimal landscape to install both a high-availability infrastructure, as well as for disaster recovery locations. Our proposed ERP solution architecture can also make the most of the latest Disaster Recovery and High Availability technology, such as VMware or Microsoft Clustering Services, to provide a 'best' fit solution for the State of Alaska

Risk 5: Not achieving buy-in and collaboration among the various affected State agencies and

departments that will be affected by the new ERP system poses a serious risk to the successful deployment of an ERP solution.

Solution: Our implementation methodology and plan incorporates a comprehensive Organizational Change Management Plan that includes various organizational alignment assessments to measure buy-in, and activities to foster collaboration and achieve buy-in.

Risk 6: By not assigning the very best State resources to the ERP project, the State runs the risks that its processes are not modeled correctly and/or that not enough consideration is given to requirements.

Solution: We recommend that the State establish a project budget to backfill some if not all of the resources assigned to the project. That way the very best resources can be freed up to work on the project and gain the required knowledge and build their capability to manage the new system processes.

Risk 7: Insufficient planning for long-term post go-live maintenance and support causes many ERP implementations to stumble upon completion. The State is particularly vulnerable to reliance on consultants (from the lower 48 states) to provide post go-live support. Dependency and finding firms capable of providing support, travel costs to/from Alaska, and locating skilled resources is a challenge.

Solution 1: Our implementation methodology and plan includes a detailed and extensive capability assessment and knowledge transfer program that ensures that the State resources are prepared to support the system post Go-Live.

Solution 2: By selecting the one ERP solution where the software vendor has formalized a University Alliance Program with the University of Alaska, Anchorage, the State can establish in the community a pool of trained resources that can be used to supplement/support the State's resources long term. The alliance program will establish a curriculum over the next 2 years that will utilize the software in a variety of classes. Each of these classes will give students real world experience with the software as it relates to common business practices as well as software implementation. Long term, the University has expressed a willingness to align this initiative with the State's need, especially in the areas of accounting, supply chain and technology, and expand the number of courses using the software. Furthermore, the University program can be made available to State employees to provide additional training on the solution and technology platform. The vision behind creating this alliance is to support local jobs and provide a system that will allow for local, independent, long-term support of the ERP system.

Solution 3: Choose a systems integrator that is aligned with local and Alaska native corporations that are vested in the State and that can provide these support services

Risk 8: It is anticipated that there is currently a lack of (or simply unclear/conflicting) enterprise-wide policies in place. This may impact the State's ability to reach agreement on 'to-be' processes, potentially causing cost overruns, as well as delayed system adoption by the various user groups.

Solution 1: Our implementation methodology focuses on driving for broad participation of all affected departments in the design process so that common policies and processes can be established. In addition our proposed Organizational Change Management Plan includes various activities to identify and address impact of the new policies and processes with each department prior to the system go-live.

Solution 2: Our proposed staffing plan includes key former State employee(s) that have extensive background and experience with the scope being implemented. One of their tasks includes assisting with the to-be process design. We also recommend that the State assign its best/key personnel to the project.

Risk 9: Lack of in-depth knowledge by the Systems Integrator of the State's business processes could cause project delays and misunderstandings between the State and the SI.

Solution: Our proposed staffing plan includes dedicated time by key former State employees like [REDACTED] to assist with the quality assurance program and executive oversight of the project.

Risk 10: Projects of this magnitude and complexity run the risk of delays and increased costs if no formal governance structure is established that defines how decisions are made and issues are escalated.

Solution: Our proposed project governance plan and structure establishes an environment and processes that empowers the project team to make decisions at the lowest level possible and ensures that changes to scope and project issues are escalated quickly to leadership for their timely decision.

Risk 11: Lack of, or delay in adoption of the system causes the project to be perceived as a technical success but a political failure.

Solution: Prior to go-live our change management plan will focus on activities that foster buy-in by all constituents to the solution by addressing the impacts of the process changes on their specific environment as well as prepare them for the new system. This plan will also establish capabilities within the ERP support organization to support legislative changes, policy changes, and organizational changes resulting from the transition in elected officials. Our change management plan will also establish and extensive communication plan to address both internal and external constituents.

Risk 12: It is anticipated that departments and agencies might have difficulty concurring on process.

Solution: Our change management plan will focus on collaboration between the departments as well as address the specific needs of each agency. To that end, we will establish a change agent network that will assign a business champion (technical and functional) to each agency or department.

Risk 13: Various departments perceive the risk that ETS cannot fully support the implemented solution.

Solution 1: Our implementation methodology and plan includes a detailed and extensive knowledge transfer program that ensures that the State resources are prepared to support the system post Go-Live.

Solution 2: Our post go-live support plan includes establishing a Center of Excellence with State resources that are responsible for the long-term support of the system.

Solution 3: Our resource plan compensates for this deficiency and focuses on skill transfer

Solution 4: We have included various deliverables, e.g. Disaster Recovery plan.

Risk 14: The aging of State's employee population poses the risk that the State will lose significant current system and business process knowledge over the next several years.

Solution 1: Our proposed solution provides a platform to standardize the business processes, which makes it easier to transfer knowledge and resources between departments and agencies

Solution 2: Our proposed implementation methodology will focus on establishing long term support capabilities that formalize the business process knowledge so that it can more easily be transferred from individual to individual

Solution 3: Establish local capabilities (Risk 8, Solution 2 and 3) for the State to tap into when needed.

Risk 15: Lack off, or delay in adoption of the system because end-users are not sufficiently prepared and trained on the new software.

Solution: Our implementation methodology includes a comprehensive training program that addresses all aspects of end user training. This includes establishing an end-user training strategy during project preparation, an end-user training curriculum as a result of audience surveys and a review of the process designs, development of training materials, establishing a training registration process, rollout of a train the trainer program, and support of the actual end-user training delivery.

Risk 16: Converting legacy data and especially payroll data will require detailed comparisons of the legacy and ERP data, which will put an additional burden on the State's SME's and auditors.

Solution 1: See Solution 2 to Risk 1 identified above.

Solution 2: We include automated comparison tools for use after each load of converted data or test payroll run. Alternatively, we will recommend several COTS systems to automate this comparison.

Solution 3: Our management methodology includes a detailed data conversion and data cleansing strategy, plan, and schedule (see Risk 4) and a test strategy, plan, and schedule that clearly spells out how to approach the testing and verification of the converted data, as well as roles and responsibilities.

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: Training and Retaining Local Resources through the ERP Vendor's University Alliance Program established in partnership between the University of Alaska, Anchorage (UAA) and our proposed ERP Vendor solution.

Most states like Alaska want to build an ecosystem of educated people who can participate in the State's workforce upon graduation from a college or university. Because technology is an integral part of the economy, having technology corridors or educational environments where technology skills are current, updated as needed and integrated into the public education system is key for states to keep up with changing business processes. Our proposed ERP solution is the only ERP solution where the software vendor has formalized a University Alliance Program with the University of Alaska, Anchorage. Through this alliance, the State can establish in the community a pool of trained resources that can be used to supplement/support the State's resources long term. The alliance program will establish a curriculum over the next two years that will utilize the software in a variety of classes. Each of these classes will give students real world experience with the software as it relates to common business practices as well as software implementation. Long term, the University has expressed a willingness to align this initiative with the State's need, especially in the areas of accounting, supply chain and technology, and expand the number of courses using the software. Furthermore, the University program can be made available to State employees to provide additional training on the solution and technology platform. The vision behind creating this alliance is to support local jobs and provide a system that will allow for local, independent, long-term support of the ERP system.

Cost: \$0

Item 2: Creating Local Jobs for Local Communities: Alaska Native Corporation Partnerships

We are pleased to partner with an Alaska Native Corporation established under the Alaska Native Claims Settlement Act of 1971. Working with them we intend to staff numerous roles with local resources and create new jobs in the IT industry. Alaska taxpayer money, allocated to the ERP project, will be kept within the State for in-state benefit. This partnership will provide a team of local technical resources available to sustain and support the State's ERP system post go-live.

Cost: \$0

Item 3: Alaska Based Hosting

By taking advantage of a premier locally based hosting organization, hardware and system administration costs are reduced, inventory and facilities costs are minimized, and system-monitoring tools are included. This provides the State with a long-term stable technology base including a Disaster Recovery solution, while allowing the State to focus on business process improvement. Hosting providers are able to reduce the cost of system administration by leveraging larger pools of technical resources while delivering high quality service 24x7. All resource costs for the system administrators, including training and management, are transferred to the hosting provider.

Cost: One-Time Cost = \$22,100, Yearly Maintenance = \$196,200

Item 4: The State of Alaska has knowledge of Business Objects.

The State of Alaska will be able to leverage the investment that the State has already made in Business Objects. Instead of developing an ERP specific reporting solution our plans are to expand and enhance the business objects solution into a single comprehensive reporting solution. As a result, the State will save money short term because the State will not be required to purchase additional software. In the long term, hardware, development, training, and support costs will also be lower. Since Business Objects is a flexible and easy to use reporting tool, State employees will find it easy to get information and generate reports from the new system. Employee acceptance of the new system will

require less training because employees will not have to learn multiple reporting tools.

Cost: \$0

Item 5: Project Management Support Tools

Our proposal includes a suite of tools to support the project execution and documentation and can be leveraged and enhanced for future State projects. The vendor provided Solution Management tool will be used as the single point of entry for project documentation, system monitoring, issue management tracking, and will serve as an implementation guide during the project. The vendor supplied documentation tool will be used to provide business process documentation, end user training materials, and context-sensitive help tailored to the State's business processes. Both tools provide a set of templates with standard document formats that can be leveraged across all project areas and can be used for future project documentation. These tools integrate to provide a single repository for project documentation that can be added to during future State project initiatives.

Cost: \$0

Item 6: Backfill Key State Resources' Current Roles

The State's key resources will be impacted by a variety of State projects including the ERP implementation. Adequately backfilling the key resources' current roles allows each resource to focus on only implementation tasks instead of worrying about the ongoing operations while working on project activities. This backfill approach will ensure the key resources have dedicated time to participate in the project and build a deep understanding of the new system.

Cost: \$250,000.00 would provide for about 5,000 hours of backfill

Item 7: Elimination of the traditional installation – upgrade software lifecycle with our proposed software solution

Traditional software packages force clients in a software lifecycle where the complete software package is upgraded every three to five years. This approach has several disadvantages. Chief among them is that new functionality can only be deployed or incorporated when the software is updated regardless of when the State really would want to take advantage of the new features. High costs are associated with performing a complete technical upgrade, and increased risk associated with having to upgrade the complete system including functional areas that do not require any changes. Our proposed software solution does not use this traditional model. Instead, it uses an enhancement package strategy that allows organizations to deploy only those new functionality features that they want to implement on the timetable that they choose and that fits their local circumstances. This concept fosters both innovation and stability at the same time since the innovation is introduced as part of the regular maintenance cycle and targeted to only those areas that require the changes. This approach results in significant cost savings because of the reduced effort to install the functional enhancements and easier testing with standard test case templates. Cost savings are expected in the range of four to six million-dollars over a 10-year period.

Cost: 0\$

	<p>Also responsible for the technical implementation of a highly redundant and highly secured ITS 6.20 infrastructure capable of supporting over two-thousand users outside of the local area network. Items included in this effort consist of the landscape design and sizing for multiple Agate and Wgate servers, SNC encryption, SSL encryption, hardware and software installation and configuration, DMZ firewall configurations, and performance tuning.</p> <p>Additional tasks included the design and creation of all new authorization roles and composite roles for the new user base, the development of an automated process to create users, and the creation and maintenance of over 2,000 new users. Developed a custom MS Access database to track all user ID requests, training requirements, and approval information to comply with strict auditing requirements. This custom database automatically determined role assignments, assisted with segregation of duties compliance, and generated source files for the creation of all user ID's.</p> <p>Also responsible for project planning of all technical project tasks and deliverables including all documentation, operational procedures, hardware and software installations, security design reviews, and change management requests.</p>
* Staff member name	[REDACTED]
* Employer name	[REDACTED]
Position in the company	Project Manager
Length of time in position	15 Years
Length of time at company	3 Years
Project position and responsibilities	<p>Project Manager</p> <p>The primary role of the Program Manager is to assist the State's Program/ Project Manager in both the definition and execution of project deliverables and in the day-to-day management of the entire project. The Program Manager is the main liaison for the consulting team members with the Steering Committee, the Project Sponsor and the State Program/Project Manager.</p> <p>The responsibilities of the Project Manager include:</p> <ul style="list-style-type: none"> ▪ Provide the methodologies for the Implementation approach and assist the project team in

	<p>internalizing the project plan</p> <ul style="list-style-type: none"> ▪ Ensure that consulting resources are available to the project as required ▪ Provide ongoing management of ERP knowledgeable staff assigned to the project ▪ Participate in the definition of project deliverables and target dates to be reflected in the project plan ▪ Proactively anticipate project "deviations" and communicate such deviations (when appropriate) to Steering Committee members, Project Sponsor, and State Program/Project Management to facilitate taking immediate corrective action ▪ Assist in the definition and creation of the project scope, objectives and plan ▪ Advise State Project Management on tactical and/or strategic directions or decisions that could impact the project ▪ Ensure that the correct level of knowledge transfer occurs between our company and customer project team members ▪ Aid in the resolution of issues
<p>Education and certifications</p>	<ul style="list-style-type: none"> ▪ B.S. in Business Management from University of Phoenix
<p>Technical skills and qualifications for the project position</p>	<p>Our candidate is Project Manager / Program Manager with over 15 years of industry experience in the fields of project management, training and change management; coupled with over 10 years of consulting experience with ERP applications. He has collaborated with Operational executives from several Fortune 100 organizations to strategize, design, develop, and implement ERP projects, change management initiatives, learning, evaluation, and adoption strategies, resulting in a workplace aligned with business objectives.</p> <p>MAJOR ACCOMPLISHMENTS</p> <ul style="list-style-type: none"> ▪ 13 years focused in Project Management of ERP implementations with a wide range of industries, and organizations of various size and complexity ▪ Project manager for multiple ERP upgrade implementations for public sector clients ▪ Project manager for the implementation of Employee Self Service/Manager Self Service, e-recruiting solution for 14,000 users for public sector client, while supporting the Phase I post implementation of the HR, Finance, Controlling, Contracting and Logistics modules ▪ Project Manager, for the Federal Government Project. Establishing the guidelines followed by Federal Government Project for the budgeting, scheduling and selecting the strategy for all of the projects training for over 200 personnel with an annual budget of over \$1,000,000 ▪ Integral part in producing the Federal Government Project and the University consortium. The

	consortium established a relationship for training and education utilizing the State Department of Economic Development as a shareholder for over \$2,500,000 in annual funding for training residents of the State in the high tech industry
* Staff member name	[REDACTED]
* Employer name	[REDACTED]
Position in the company	Funds and Grants Consultant
Length of time in position	16 Years
Length of time at company	3 Years
Project position and responsibilities	<p>General Ledger Consultant</p> <p>The Business Process Team Member (PTM) is responsible for the execution of the detailed design and configuration of the company's business processes with the ERP system. This includes working with Alaska Subject Matter Experts:</p> <ul style="list-style-type: none"> ▪ In the analysis and decomposition of the business processes ▪ To document the business process requirements and designing and configuring the ERP system to support the organization's "To Be" process vision ▪ In the design of reports, forms, interfaces and conversions <p>These PTM are also responsible for the execution of the initial system unit testing. This includes:</p> <ul style="list-style-type: none"> ▪ Performing the test ▪ Making changes in configuration based on results ▪ Error resolution <p>The PTM will conduct workshops and presentations to validate business processes and ERP solutions with the end user community.</p> <p>The PTM is responsible for mentoring the end user documentation developers and trainers in the identification of business processes and ERP technical system tasks to be documented as well as providing training to the end user training team (training the trainer).</p> <p>The PTM is also expected to:</p> <ul style="list-style-type: none"> ▪ Provide expertise on both ERP processes and products

PROPOSED 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 -- Starting Point -- Need to add [REDACTED]

Name	Current Title	Proposed Title	Current Salary	Proposed Salary	Years of Experience	Key Staff? (Y/N)
[REDACTED]	VP ERP Public Sector	Executive Sponsor	108.9	108.9	12 Years	N
[REDACTED]	Practice Manager	Engagement Manager	1023	1023	17 Years	N
[REDACTED]	Director	Technical Architect	1056	1056	11 Years	N
[REDACTED]	Project Manager	Project Manager	4312	4312	9 Years	Y
[REDACTED]	Solution Manager	Solution Manager	572	572	6 Years	N
[REDACTED]	Test/Cut-over	Test/Cut-over	1672	1672	2 Years	N
[REDACTED]	Steering Committee Advisor	Steering Committee Advisor	1100	1100	0 Years	N
[REDACTED]	Finance Lead	Finance Lead/Integration Manager	2024	2024	20 Years	Y
[REDACTED]	General Ledger	General Ledger	1936	1936	18 Years	N
[REDACTED]	Funds and Grants	Funds and Grants	3872	3872	10 Years	N
[REDACTED]	Funds and Grants	Controlling / Grants Consultant	1936	1936	5 Years	N
[REDACTED]	Project Accounting/	Project Accounting/ Asset Accounting	1936	1936	TBD	N
			3102	3102	13.25	

*Time @ Company
Time in Pos. Yr.*

3 15

10.5 10.0

5 13.25

Key
Y/N

Asset Accounting Consultant	Consultant				
Accts Payable / Accts Receivable	Accts Payable / Accts Receivable	1936	1936	10 Years	N
Treasury & Cash Management	Treasury & Cash Management	1936	1936	7 Years	N
Budget Lead	Budget Lead	1364	1364	TBD	N
Budget Integration Consultant	Budget Integration Consultant	1144	1144	TBD	N
Business Intelligence Lead	Business Intelligence Lead	1364	1364	TBD	N
Business Object Consultant	Business Objects Consultant	1144	1144	3 Years	N
Visual Composer Developer	Visual Composer Developer	1144	1144	TBD	N
SRM Lead	Procurement Lead	2156	2156	TBD	N
Bid Management	Bid Management Consultant	1936	1936	9 Years	N
Inventory Lead	Inventory Management Consultant	1408	1408	7 Years	N
Procurement Technical Consultant	BRF - Technical Consultant	2332	2332	TBD	N
HCM Lead	HCM Lead	1936	1936	11 Years	Y
Organization Management	Organization Management Consultant	1936	1936	11 Years	N
Personnel	Personnel	1936	1936	TBD	N

4.5 15

Name	Employer	Current Job Title	Proposed Job Title	Current Salary	Proposed Salary	Years of Experience	Key Staff? (Y/N)
		Administration	Administration Consultant				
		Payroll	Payroll Consultant	1936	1936	8 Years	N
		Time Management	Payroll / Time Management	1936	1936	13 Years	N
		Benefits	Benefits	1936	1936	11 Years	N
		ESS/MSS	ESS/MSS	1584	1584	TBD	N
		Tech Administrator	System Administration Lead	4092	4092	17 Years	N
		Tech Administrator	System Administration Lead	1584	1584	12 Years	N
		Security	Security Administrator	2728	2728	11 Years	N
		Dev Lead	Development Lead	2880	1440	13 Years	N
		Dev Lead	Tech Developer	2480	1240	10 Years	N
		Workflow	ABAP / Workflow Developer	2480	1240	14 Years	N
		Tech Developer	ABAP / Adobe Developer	1920	960	11 Years	N
		Portal	Portal	2480	1240	12 Years	N
		BI Lead	BI / Portal Developer	2760	1380	2 Years	N
		Change Management Lead	Change Management Lead	4136	4136	13 years	Y
		Change Management	Change Management Consultant	4092	4092	TBD	N
		Training Lead	Training Lead	3916	3916	6 Years	N
		Training Developer	Training Developer / Trainer - Procurement / SRM	1804	902	TBD	N
		Training Developer	Training Developer / Trainer - Financials	1342	671	TBD	N
		Training Developer	Training Developer / Trainer - Financials	1342	671	TBD	N

2 3

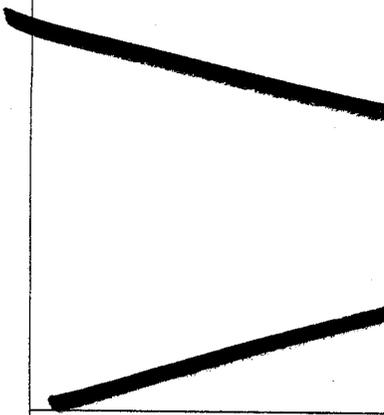
Name	Employer	Current job title	Proposed position	Current position	Current position	Number of years of experience	Key staff? (Y/N)
		Training Developer	Training Developer / Trainer - HCM	1144	572	TBD	N
		Training Developer	Training Developer / Trainer - HCM	1144	572	TBD	N
		Training Developer	e-Learning Developer	1012	506	TBD	N
			Support Pool of Hours – Phase 1	2500	2500	TBD	N
			Support Pool of Hours – Phase 2	2500	2500	TBD	N

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

	<p>PUBLIC SECTOR, CA Senior HR Business/Functional Analyst – HR Project Manager Personnel Administration</p> <ul style="list-style-type: none"> ▪ Responsible for managing ERP vendor interfaces, testing and fix/break activities surrounding issue resolution. ▪ Responsible for HR Validation Process relating to system conversion activities. ▪ Responsible for review and approval of the HR Templates creation and disposal <p>Organizational Management</p> <ul style="list-style-type: none"> ▪ Responsible for Dependency Management ▪ Responsible for maintaining Organizational Structure Relationships ▪ Responsible for Human Resources/ Plant Maintenance interface ▪ Responsible for the creation and maintenance of organizational units, jobs, positions and tasks
<p>* Staff member name</p>	<p>[REDACTED]</p>
<p>* Employer name</p>	<p>[REDACTED]</p>
<p>Position in the company</p>	<p>Senior Technical Administrator</p>
<p>Length of time in position</p>	<p>17 Years</p>
<p>Length of time at company</p>	<p>8 Years</p>
<p>Project position and responsibilities</p>	<p>Technical Administrator Assist with the installation, technical configuration, and monitoring of the ERP systems Document the Technical processes and procedures that are necessary for daily routine maintenance, systems installation and configuration, or other special tasks that are developed specific to the project Consultants who provide ERP expertise in the following areas fill this role:</p> <ul style="list-style-type: none"> ▪ Enterprise network ▪ Operating system administration ▪ Client server architecture ▪ Relational database management ▪ Client instance strategy

	<ul style="list-style-type: none"> ▪ Backup and disaster recovery ▪ Performance and tuning ▪ System security / user administration ▪ Release level and technical change management <p>The Technical Consultant is also responsible for the effective transfer of technical ERP process and product knowledge to the customer project team members.</p>
<p>Education and certifications</p>	<ul style="list-style-type: none"> ▪ National Diploma in Electronics Data Processing (Witwatersrand Technikon, South Africa)
<p>Technical skills and qualifications for the project position</p>	<p>17 years business experience including project life cycle management, professional services and client and vendor management and systems and enterprise applications integration. Experienced in change management, business process reengineering, business systems and data analysis, organizational design, and risk management.</p> <p>MANUFACTURING, MA Technical Team Lead</p> <ul style="list-style-type: none"> ▪ Provide user and security management support during implementation ▪ Provide user and security training to customer's IT department ▪ Provide technical liaison between hosting facility and customer's IT department ▪ Provide on-going technical database support to project team <p>APPAREL, CA Technical Team Lead</p> <ul style="list-style-type: none"> ▪ Assist customer in ordering hardware and software for this implementation ▪ Install Development and Production ERP systems on Windows Server 2008 with SQL Server 2008 ▪ Install "add-ons" into the Development and Production ERP systems ▪ Create users and assign custom security roles to the implementation team members <p>COMMERCIAL BUSINESS, TX Performance analyst</p> <ul style="list-style-type: none"> ▪ Performed a complete performance assessment of the Production ERP system prior to implementation of additional external interfaces ▪ Provide ranked performance improvement recommendations ▪ Assist in implementation of the highest ranked performance recommendations ▪ Recommend application server configuration for both dialog and RFC usage in order to limit performance impact on existing dialog users

	<p>PUBLIC UTILITY, CA Technical Team Lead</p> <ul style="list-style-type: none"> ▪ Provided lead technical role throughout duration of project implementation and provided subsequent on-site go-live support ▪ Installed various ERP systems on 64-bit Windows 2003 and 64-bit Oracle 10.2 ▪ Setup and configured Oracle Data Guard to synchronize the Production ERP system with a remote system installed in a different data center ▪ Develop and configure database backup and recovery process ▪ Carried out various homogenous system copies in order to build various test and other landscape systems ▪ Developed processes to synchronize and reconcile transport request application between different landscapes and different companies ▪ Provided technical documentation and evidence of compliance for various SOX audits
* Staff member name	[REDACTED]
* Employer name	[REDACTED]
Position in the company	Principal Consultant – Technical Development
Length of time in position	14 years
Length of time at company	10 Years
Project position and responsibilities	<p>Technical Lead This role provides ERP expertise in the areas of programming, data conversion management and forms and application development. Generally, these tasks are split between several resources. Detail responsibilities include:</p> <ul style="list-style-type: none"> ▪ Aiding in the creation of development and naming standards ▪ Design, development and unit testing of enhancements ▪ Design, development, and testing of Forms and Reports ▪ Design, development, and testing of conversion programs, interface programs ▪ Aids in the execution of system unit testing, integration testing, and volume and performance

	<ul style="list-style-type: none"> ▪ Guided the team with several critical issues (One-time vendor, emergency Pos, contracts etc). ▪ Design process flow for Approval Workflows. ▪ Approval for external requirements. ▪ Installed Procurement cards (P-Cards). ▪ Guided technical team with all development projects. ▪ Involved in designing the new roles needed for Supplier Relationship Management ▪ Integration testing and issues resolution management (used Mercury). ▪ Manage cutover & dress rehearsal activities ▪ Supporting the training team with creation of training documents. ▪ Post Go-Live support coordinating and resolving Help Desk Tickets. ▪ Conducted a workshop on Supplier Relationship Management
<p>* Staff member name</p>	
<p>* Employer name</p>	
<p>Position in the company</p>	<p>Change Management Lead</p>
<p>Length of time in position</p>	<p>13 Years</p>
<p>Length of time at company</p>	<p>2 Years</p>
<p>Project position and responsibilities</p>	<p>The role of the Change Management Leader is to determine where and how the implementation of the ERP system will affect the organization and help the customer team develop change management plans and strategies to help the organization prepare for those changes. The change management leader will provide the framework and direction to customer's change management team in executing the change management plan. Some of those responsibilities include:</p> <ul style="list-style-type: none"> ▪ Provide change management training and guidance to customer's change management team ▪ Work with the County team to develop a Stakeholder Analysis that defines key stakeholders and the change impact and the potential resistance each group will have. ▪ Develop a plan with the customer team to build a Sponsorship Network to support change ▪ Develop a Communication plan with the customer's change team ▪ Guide the customer's change team with communication development recommendations and

	<p>support</p> <ul style="list-style-type: none"> ▪ Mentor the change team in how to perform role mapping and skills gap analysis ▪ Work with the implementation team in support of the business process redesign and identification of organizational impacts ▪ Work with the implementation team to define the appropriate support help desk processes and team to provide post implementation support
<p>Education and certifications</p>	<p>M.A. Personnel Management, Central Michigan State University B.A. Behavioral Science, University of California – Riverside</p> <p>Certified instructor with Wilson Learning, Kepner Tregoe, Development Dimensions International, the Forum Corporation, Saba, and Zenger-Miller.</p>
<p>Technical skills and qualifications for the project position</p>	<p>Results-oriented leader with a strong track record of performance in consulting to Public and Private organizations. Thirteen years experience in county government. Using analysis, insights and team approach to drive organizational improvement, business and enterprise transformations. Assisting clients with talent strategies, organization and process design, culture alignment, strategic change, learning and development, risk management. Superior interpersonal skills, capable of resolving multiple and complex business issues that result in business optimization, strong project governance and compliance, and reduced project risk. Responsible for motivating consultants to peak performance.</p> <p>Additional areas of expertise include:</p> <ul style="list-style-type: none"> ▪ Strategic Program and Account Management ▪ Organization Design and Workforce Transition ▪ Enterprise e-Learning, Learning Management Systems ▪ Developing High Performing Teams ▪ Project Management, Budget Management ▪ Process Redesign Workshop Sessions ▪ Resource Planning and Cost Allocation ▪ Project Turnaround Expert <p>Retail Company Training Advisor System replacement and operational transformation of Merchandizing and Financial divisions.</p>

	<p>Implementation of ERP's Retail Solution. This was phase one of five year IT strategic initiative to position the company for growth. Guided team in learning strategy, curriculum development, delivery and implementation in a pre-configured system environment.</p> <p>Global Insurance Company Organization Redesign Advisor</p> <p>Operational Transformation and Cost Reduction Project to design an end-state operating model to prioritize redesign activities to align with overall strategy and the cost reduction imperative. Redesign and rebuild key processes to create the company's desired low-cost, end-state operating model.</p> <p>Guided team in conducting a gap analysis between the As-Is and End-State operating model. Gathered design requirements, defined new job roles and responsibilities. Assessed required skill sets, and identified organizational change issues. Developed structure and action plan to address restructuring. Restructured and defined 60 job positions. Identified and implemented "Quick Wins" that were independent of redesign activities, yet yielded cost reduction benefits in the short-term.</p> <p>Building Supply & Distribution Company Human Capital Director, Project Advisor</p> <p>Executive management launched a major initiative to differentiate the company from the competition through the deployment of best-in-class technology. The goal was to reengineer the financial processes using retailing industry best practices, improve financial and management reporting capability, reduce overall operating cost and comply with Sarbanes-Oxley regulatory requirements. Geographic scope was US, Canada and Mexico.</p> <p>Coached steering committee, executives, and program management in the preparation of the organization to use the new business processes and technology to achieve business strategy, improve business performance and regulatory compliance. Responsible for determining strategy, facilitating and participating in steering committee meetings, and performing quality assurance reviews. Responsible for performing quality assurance reviews of assessments, strategies, documentation and continuous improvement. Advised divisional VP's on preparing their organizations to receive and sustain new processes and systems, including metrics for measuring program success.</p>
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* Staff member name	[REDACTED]
* Employer name	[REDACTED]
Position in the company	Managing Director
Length of time in position	10 years
Length of time at company	10.5 years
Project position and responsibilities	<p>The primary role of the Finance Lead / Integration Manager is to:</p> <ul style="list-style-type: none"> ▪ Ensure that the business targets and objectives are met by the system ▪ Work with the business process team to develop the To-Be view of the business processes ▪ Plan change management activities for existing business processes necessary for a successful system implementation ▪ Identify and manage mission critical business scenarios in the system environment and validate expected results versus actual results ▪ Analyze and decompose the business processes ▪ Develop business process documentation ▪ Design the process of turning blueprints into realization and system solutions ▪ Ensure that business processes are effectively mapped in the software configuration ▪ Identify the global and standardization requirements versus the local requirements ▪ Design and configure the system to support the organization's To-Be process vision, together with the technical team and the Business Process Owner ▪ Aid in the design of reports, forms, interfaces, and conversions ▪ Test, modify, and document the system configuration ▪ Resolve issues ▪ Ensure that business expertise is available to the project team ▪ Provide post-implementation support ▪ Conduct workshops and presentations to validate business processes and solutions with the end user community
Education and certifications	<ul style="list-style-type: none"> ▪ Commercial and Business Economics, Management Information Systems Engineer, K.U. Leuven, Belgium, 1990 ▪ Commercial Engineer, K.U. Leuven, Belgium, 1989

Technical skills and qualifications for the project position	<p>This Managing Director is a highly dedicated and skill-certified consultant with more than 19 years of hands-on ERP experience in Financial Accounting (FI), Controlling (CO) and Project System (PS). He also has experience in Plant Maintenance (PM), Service Management (SM), and Technical Development. He has performed the various roles of Functional and Technical Consultant, Team Lead, Project Manager, and Executive Manager for Public Sector, High-Tech, Bio-Tech, Manufacturing, and Telecommunications industry-related projects.</p> <p>Throughout his career, he has been involved in 11 full lifecycle ERP implementations, 5 ERP system upgrades, 5 ERP functional upgrades, and assisted in the support and training for numerous client sites. He has a strong background in programming languages that include: PL/1, COBOL and Pascal.</p> <p>PUBLIC SECTOR, NV Integration Lead</p> <ul style="list-style-type: none">As Integration Lead, he managed an ERP upgrade. He performed the implementation and configuration to support the management of the project. He was responsible for issue management and resolution, and he resolved ERP functional issues that arose from the upgrade. <p>PUBLIC SECTOR, CA Project Manager/Financial Lead</p> <ul style="list-style-type: none">This Project Manager/Financial Lead was responsible for managing the county's upgrade and for resolving numerous functional issues that arose as a result of that upgrade. He was responsible for the development of project plan and budget, as well as all the project standards. He also managed the implementation and configuration to support the management of the project, issue management and resolution, and he resolved ERP functional issues that arose from the upgrade. <p>PUBLIC SECTOR, NM Financial Lead/Project Manager</p> <ul style="list-style-type: none">As a Financial Lead /Project Manager, he was responsible for resolving numerous issues that arose as a result of an ERP implementation. In the same role, he was responsible for the implementation of a budget preparation solution for the county. He gathered requirements for the budget preparation solution (operational, capital, personnel and grants budget); designed a blueprint of the budget preparation solution using the ERP modules; and configured, implemented and tested the proposed solution, including functional and technical specification development, as well as training development support. <p>MANUFACTURING Interim Project Manager</p> <ul style="list-style-type: none">Served as Interim Project Manager for ERP upgrade project of its landscape
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	<p>Public Sector, OR Project Manager</p> <ul style="list-style-type: none"> As Project Manager for the City of [REDACTED] he managed the City's ERP implementation <p>Public Sector, NV Integration and Project Lead</p> <ul style="list-style-type: none"> As Integration and Project Lead, he was responsible for the county's multi-phased, full-scope ERP ramp-up implementation. The county maintains a \$2 billion dollar budget and over 20,000 employees <p>PUBLIC SECTOR, OR Financial Lead</p> <ul style="list-style-type: none"> Served as Financial Lead Consultant and was responsible for resolving numerous issues surrounding the month-end and year-end close that arose as a result of an ERP upgrade. He made it possible for the County to close the fiscal year As Financial Lead, he was responsible for the implementation of the Fixed Assets module in full compliance with all relevant GASB statements. As the Financial Consultant, he also was responsible for the implementation of the Special Ledger, so that the County could produce its CAFR out of the ERP system. He developed a solution so the County could perform year-end processing within the ERP system on data converted prior to year-end following an upgrade
* Staff member name	[REDACTED]
* Employer name	[REDACTED]
Position in the company	ERP Technical Consultant
Length of time in position	4 years
Length of time at company	4 Years
Project position and responsibilities	<p>This role provides ERP expertise in the areas of programming, data conversion management and forms and application development. Generally, these tasks are split between several resources. Detail responsibilities include:</p> <ul style="list-style-type: none"> Aiding in the creation of development and naming standards Design, development and unit testing of enhancements

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).

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.

██████ has identified the following exceptions to the RFP that need to be clarified and negotiated:

3.03 STANDARD CONTRACT PROVISIONS

See ██████ response below re Attachment G. ██████ is not licensing the software so Attachment H is not applicable. ██████ desires the opportunity to mutually negotiate all terms and conditions that will be included in Attachment G – Standard Agreement Form for Services.

3.09 WITHHOLDING

██████ proposes negotiating mutually agreeable retainage in lieu of 20% and payment schedule for paying retainage to ██████ upon State's acceptance of milestones/deliverables.

3.12 CONTRACT PERSONNEL

██████ proposes that due to difficulty of travel schedules for consultants to and from Alaska that the State reasonably approves all replacement personnel.

3.13 INSPECTION AND MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

All deliverables should be accepted in accordance with the following procedure and in accordance with the mutually agreed project schedule:

Acceptance criteria for Services and deliverables ("Work Products") shall be set forth in each Statement of Work ("SOW"), or in such other document that the parties mutually agree in writing, including without limitation, project charters or project governance plans, which shall be incorporated into the SOW by this reference. Upon Contractor's delivery of Services or Work Products, State must inspect the Services and Work Products for conformance with specifications. If Contractor has not received written notice from State (the "Acceptance/Rejection Form") within 3 business days following completion of the Services or delivery of the Work Products, the applicable Services or Work Products will be deemed accepted by State. Furthermore, for other kinds of work performed by Contractor, including without limitation, staffing work for which acceptance criteria are not specified in an SOW, the applicable Services or Work Products will be deemed accepted by State on the date of delivery unless Contractor receives an Acceptance/Rejection Form or other written notice from State specifying the reason for non-acceptance within 3 business days after completion of the Services or delivery of the Work Products.

3.14 TERMINATION FOR DEFAULT

██████████ proposes having 30 days to cure a default following its receipt of the State's default notice. ██████████ proposes that ██████████ also have the right to terminate the contract for the State's default which remains uncured for 30 days following receipt of written notice specifying the default.

ATTACHMENT A

TERMINATIONS FOR DEFAULT A-8

██████████ has a large and diverse organization with operations in all 50 states and worldwide and annual revenue of over \$1 billion. Over a five-year period, it is possible that we have had contracts terminated for cause or default. If the termination did not carry material adverse financial consequences at the corporate level, ██████████ corporate office would not have record of it, since a financial consequence is "material" if it must be reported on ██████████ financial or other filings with the SEC.

TERMINATIONS FOR DEFAULT A-11

As set forth in response to page A-8 above, ██████████ is a large international company total annual revenues of over \$1 billion. ██████████ stock is traded on the New York Stock Exchange. As with all large public companies, ██████████ is involved legal proceedings, audits, claims and litigation arising in the ordinary course of business. Although the outcome of such matters is not predictable with assurance, we do not expect that the ultimate outcome of any of these matters, individually or in the aggregate, will have a material adverse effect on our financial conditions, results of operations or cash flows or that would adversely affect our ability to perform any contract awarded as a result of this Proposal. Additional information on ██████████ can be found at ██████████ or in our public filings with the SEC at ██████████.

EXHIBIT D3 – EXCEPTIONS TO STANDARD IMPLEMENTATION SERVICES AGREEMENT (ATTACHMENT G):

ARTICLE 5 – TERMINATION. ██████████ requests that "sixty days' prior" be inserted between "by" and "written." ██████████ proposes the addition of the following:

In event of such termination, the State will pay (i) in full for all completed and accepted Services and Deliverables, (ii) on a percentage of work performed basis, as reflected in the most recent project status report, for Services and Deliverables completed by Contractor, but not accepted by State pursuant to the Acceptance Criteria as provided in this contract (iii) all of Contractor's reasonable costs to terminate and transition the work; and (iv) any cancellation fees applicable to the affected SOW as set forth in such SOW. Additionally, State will release all applicable retainage held by State.

In addition either party may terminate the contract upon the other party's material default which remains uncured for thirty (30) days from receipt of written notice specifying the default. If State terminates this contract or SOW for default, State is obligated to pay for all undisputed Services and Work Products accepted by State and the unpaid portions of all disputed Services and Work Products completed by Contractor on a percentage of work performed basis, as reflected in the most recent project status report, prior to Contractor's receipt of State's dispute/default notice.

ARTICLE 10 – OWNERSHIP OF DOCUMENTS

██████████ proposes that this section be changed as follows:

Unless Contractor and the State agree otherwise in writing, the deliverables ("Work Products") developed specifically for the State by Contractor pursuant to this contract and any applicable Statement of Work ("SOW") will belong to the State. This provision does not apply to third party works or products Contractor provides to the State or to Contractor Materials (as defined below). The State acknowledges that Contractor is in the business of providing information technology consulting services and has accumulated expertise in this field and agrees that Contractor will retain all right, title and interest in and to all Contractor Materials. "Contractor Materials" means all discoveries, concepts and ideas, whether or not registrable under patent, copyright or similar statutes, including, without limitation, patents, copyright, trademarks, trade secrets, processes, methods, formulae, techniques, tools, solutions, programs, data and documentation, and related modifications, improvements and know-how, that Contractor, alone, or jointly with others, its agents or employees, conceives, makes, develops, acquires or obtains knowledge of at any time before, after or during the term of this contract

without breach of Contractor's duty of confidentiality to the State. If Contractor Materials are included with or embodied in any Work Product, the State will have a perpetual, irrevocable, nonexclusive, worldwide, royalty-free license to use, execute, reproduce, display, perform, distribute internally, and prepare for internal use "derivative works" as defined in the Copyright Act, 17 U.S.C. §101, based upon, the Contractor Materials in each case solely in conjunction with the Work Product delivered hereunder. Any interest in the Services and Work Products granted hereunder by Contractor to the State shall be effective upon and to the extent of payment by the State of the fees and expenses invoiced by Contractor pursuant to this contract. Notwithstanding anything to the contrary in this contract, Contractor and its personnel are free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of this contract so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information of the State.

ARTICLE 12 – CONFLICTING PROVISIONS

12.2 [REDACTED] proposes that (5) and (6) be reversed so that [REDACTED] proposal takes precedence over the RFP as [REDACTED] proposal will be more specific and address and respond to the RFP requirements as set forth in [REDACTED] proposal.

In any resultant contract between the State and [REDACTED] proposes the following additional terms and conditions to Appendix A:

- **ACCEPTANCE.** The parties agree that acceptance criteria for any Services and/or Work Product should, if possible, be set forth in each SOW. Promptly following contractor's completion of any Services or delivery of any Work Product, the State will examine the Services and/or Work Product to confirm conformance with specifications. If contractor has not received written notice from the State within ten (10) business days following completion of the Services or delivery of the Work Product, the applicable Services or Work Product will be deemed accepted by the State. Furthermore, if acceptance criteria are not specified in a SOW, the applicable Services or Work Product will be deemed accepted by the State on the date of delivery unless contractor receives written notice from the State specifying the reason for non-acceptance within ten (10) business days after completion of the service or delivery of the Work Product.
- **INVOICE AND PAYMENT.** Contractor will invoice charges for third-party materials purchased pursuant to a SOW upon delivery of such materials to the State. Contractor will invoice charges for Services or Work Product provided in accordance with the payment schedule agreed upon by the parties. All invoices will be in contractor's standard form and, except for amounts reasonably disputed by the State, will be due and payable within thirty (30) days from the date of invoice. The State must raise any concern or dispute in writing within ten (10) days from the date of the invoice or the invoice will be presumed payable. The State's dispute of any amounts will not delay its payment of undisputed charges and expenses to contractor. If the State defaults in payment of any sum due contractor, contractor may suspend further performance under any or all SOWs.
- **DELAY OF WORK.** If the performance of any part of the work of this agreement is delayed or interrupted by an act of the State in the administration of this agreement that is not expressly authorized by this agreement, or by a failure of the State to act within the time specified in this agreement, or within a reasonable time if not specified, equitable adjustments shall be made (i) for any increase in the contractor's cost of performance caused by the delay or interruption, (ii) in the delivery or performance dates and any other agreement term or condition affected by the delay or interruption, and the agreement shall be modified in writing accordingly. No adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the contractor, or for which an adjustment is provided or excluded under any other term or condition of this agreement.

A claim under this clause shall not be allowed—

- (1) For any costs incurred more than twenty (20) days before the contractor notifies the State in

writing of the act or failure to act involved; and

- (2) Unless the claim, in an amount stated, is asserted in writing within a reasonable period after the termination of the delay or interruption.
- **NONSOLICITATION.** During the term of this agreement and for a period of one (1) year after its termination, neither party will directly or indirectly (a) solicit for hire or engagement any of the other party's personnel who were involved in the provision or receipt of Services under this agreement or (b) hire or engage any person or entity who is or was employed or engaged by the other party and who was involved in the provision or receipt of Services under this agreement until one hundred eighty (180) days following the termination of the person's or entity's employment or engagement with the other party. For purposes herein, "solicit" does not include broad-based recruiting efforts, including without limitation help wanted advertising and posting of open positions on a party's internet site. If the State hires or engages, directly or indirectly, any personnel of contractor in violation of (b) above, the State will pay contractor a finder's fee equal to three times the monthly billing rate (assuming 168 hours per month) for such personnel.
- **STATUTES OF LIMITATION.** Any dispute or other action arising out of this agreement must be brought within two years of the date the cause of action accrued.
- **LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST DATA, LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER INDIRECT DAMAGES OF ANY KIND FOR ANY REASON WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Except for Contractor's indemnification obligations for its negligence causing property damage and personal injury, each party agrees that the other party's liability hereunder for damages, regardless of the form of action, will not exceed the total amount actually paid for Services and Work Product under the SOW giving rise to the damages. Notwithstanding the above, the liability of the State may be increased to include Contractor's costs of collection of Services fees, including without limitation reasonable attorney's fees and court costs. The parties agree that amounts stated herein are fair under the circumstances and that the prices reflect this limitation of liability.
- **FORCE MAJEURE.** If either party is delayed or prevented from performing due to a cause beyond its reasonable control, including without limitation, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, criminal acts, acts of the public enemy, acts of government in a sovereign or contractual capacity, acts of war or terrorism, or acts of God or nature, the delay will be excused during the continuance of the delay and the period of performance will be extended as reasonable after the cause of delay is removed. If a delay continues for a period of more than 30 days, either party may terminate an affected SOW upon written notice to the other party and State will pay Contractor for all work performed, Work Product created and expenses incurred through the effective date of termination.

APPENDIX B INDEMNITY AND INSURANCE

ARTICLE 1 INDEMNIFICATION

CIBER proposes that this section be revised as follows:

- The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for injuries or damage to person or property caused by any negligent error, or omission, or negligent act of the Contractor while performing work for the contracting agency under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission or negligent act of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each.

The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Conditions: A party's responsibility to indemnify and hold harmless the other party is conditioned upon:

1. The indemnifying party receiving prompt written notice of any claim or action. Timely receipt of notice by the indemnifying party is of the essence of this indemnification section.
2. The indemnifying party having the sole authority to defend the indemnified party against any claim or action upon which third party indemnity is sought.
3. The indemnified party reasonably cooperating with the indemnifying party in defending or settling the claim.
4. The indemnifying party has no liability to indemnify or hold the indemnified party harmless for any payment by the indemnified party in settlement or compromise of a claim or action unless the indemnifying party receives written notice at least ten (10) business days in advance of such settlement or compromise and approves the settlement in writing before payment is made.
5. All indemnification rights and obligations under this contract are subject to the terms of the Limitation of Liability section of this agreement.

APPENDIX C – STATEMENT OF WORK

D. STAFFING

Key Consultant Staff; Subcontracting

1. [REDACTED] proposes that "unless due to reasons outside of Contractor's control" be added to end for first sentence. In 3rd sentence, [REDACTED] proposes "reasonable" be added between "State's" and "prior."
2. [REDACTED] proposes that "ten" be changed to "five."

Right of State to Reject Employees or Subcontractors

[REDACTED] proposes that this be revised as follows: The State shall have the right to reject any of Contractor's employees or subcontractors whose qualifications or performance in the State's good faith and reasonable judgment do not meet the standards established by the warranty provisions in the contract that work must be performed in a professional and workmanlike manner, State as necessary for the performance of the Services, provided that such rejection does not violate any applicable law or regulation.

E. CONTRACTOR DELIVERABLES

PERFORMANCE OF SERVICES

In lieu of the 2nd sentence [REDACTED] proposes the following:

For a period of ninety (90) days from the date of the State's acceptance (the "Warranty Period"), Contractor warrants that it will provide Work Products that conform in all material respects to the specifications set forth in the SOW. The State must report any deficiencies to Contractor in writing within the Warranty Period to receive warranty remedies. The State's exclusive remedy and Contractor's entire liability is to provide Services to correct the deficiencies. If Contractor is unable to correct the deficiencies, the State is entitled to recover the fees paid to Contractor for the deficient portion of the Services or Work Product. **CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.** Contractor makes no warranties regarding any portion of any deliverable developed by the State or by any third party, including any third party software, hardware, or other third party products provided by Contractor.

G. WARRANTY OF PERFORMANCE

1. In lieu of "software industry" [REDACTED] proposes "within the ERP consulting services industry."
2. In lieu of this warranty [REDACTED] proposes the same warranty as in response to E. above.
3. [REDACTED] proposes that 3, 4 and 6 be deleted. In lieu of 4, [REDACTED] can provide the following indemnity and in lieu of warranty in 6, see warranty in response to E. above.
 - **INTELLECTUAL PROPERTY INDEMNITY.** Contractor shall indemnify State from all claims,

damages, losses and expenses, including reasonable attorneys' fees arising out of any claim by a third party that a Service or Work Product provided by Contractor, when used in conformity with Contractor's instructions and documentation, infringes a U.S. patent, copyright or other proprietary right or violates a trade secret of any person or entity under U.S. law. If any Service or Work Product is determined by a court of competent jurisdiction to be infringing or a violation, or in Contractor's opinion is likely to become the subject of a claim of infringement or violation, Contractor may, at its option, procure for State the right to continue using the Service or Work Product, or replace or modify the Service or Work Product so it is not infringing or a violation. If Contractor cannot secure these remedies on reasonable terms and if State must discontinue use of any Service or Work Product, Contractor will refund a portion of the fees paid for the infringing or violating Service or Work Product.

- The foregoing indemnity shall not apply to any infringement claim or claim of violation to the extent arising from (i) a Service or Work Product that has been modified by any party other than Contractor; (ii) State's use of a Service or Work Product in conjunction with the products or services of parties other than Contractor where such use gives rise to the infringement or violation claim; (iii) State's use of a Service or Work Product after written notice to State to cease such use; (iv) a Service or Work Product not used in accordance with Contractor's instructions and specifications; (v) State's use of other than the current release of a Service or Work Product if such claim would have been avoided by the use of the current release provided by Contractor; (vi) State's use of a Service or Work Product with services or products not provided by Contractor; or (vii) Contractor's compliance with any design, specification or instruction of State.
- This Section sets forth State's sole and exclusive remedies for infringement or violation. Services and Work Products do not include any third party services, products or materials, whether or not supplied by Contractor.

H. LIMITATION OF LIABILITY

In lieu of this provision, [REDACTED] proposes the following:

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST DATA, LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER INDIRECT DAMAGES OF ANY KIND FOR ANY REASON WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Except for Contractor's indemnification obligations for its negligence causing property damage and personal injury, each party agrees that the other party's liability hereunder for damages, regardless of the form of action, will not exceed the total amount actually paid for Services and Work Product under the SOW giving rise to the damages. Notwithstanding the above, the liability of the State may be increased to include Contractor's costs of collection of Services fees, including without limitation reasonable attorney's fees and court costs. The parties agree that amounts stated herein are fair under the circumstances and that the prices reflect this limitation of liability.

TABLE OF DELIVERABLES, 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	1295	1619
2. Project status reports	22665	28332
3. Weekly risk reports	1295	1619
4. Satisfaction surveys	648	809
5. System configuration reports	1295	1619
6. Business process modification recommendations	3238	4047
7. Configured software ready for test	3885	4857
8. Accepted workflows	416	520
9. Hardware specification (applicable to licensed solution)	648	809
10. Application architecture documentation	1295	1619
11. Installation certification document	1295	1619
12. Data conversion plan	984	1230
13. Validated migrated data	984	1230
14. Reports	2400	3000
15. Interface specifications	1440	1800
16. Tested interfaces	1440	1800
17. Test plan	2590	3238
18. Volume/stress testing report	648	809
19. Training plan	1943	3238
20. Training materials	4371	7285
21. Training	7083	4047
22. Knowledge transfer plan and activity	3238	4047
23. Go-live and stabilization plan	4533	5666
24. Technical operations manual	648	809
25. Business user manual	2590	3238
26. Configured and licensed software in productive use	1295	1619
27. Stabilization services	4000	5000

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95,525