

CherryRoad

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 [REDACTED] 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 initiative's 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 [REDACTED] 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	Employee	Current title	Proposed project role	Total project hours	Total hours on site	Number of years with proposed product	Key staff? (Y/N)
Cross-Initiative							
		Director	Engagement Manager	1,355	1,160	8 Years	Y
		Project Manager	Program Management	7,776	5,832	7.5 Years	Y
			System Architect	1,344	1,458		Y
			Portal/ Security Lead (Made Portal and Security 1 vs 2 FTEs)	7,776	5,832		N
			Project Admin (added)	7,776	5,832		N
		Practice Manager	Organizational Readiness Manager	7,776	5,832	5 Years	Y
			BPO Manager	7,776	5,832		N
			QA/ Test Manager	3,888	2,916		N
		Senior Consultant	Training Manager	7,776	5,832	3.5 Years	Y
		Senior Consultant	FMS Manager	4,332	3,249	14.5 Years	Y
			GL/ KK Functional Lead	4,332	3,249		N
			HCM Functional Lead	2,426	1,820		N

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time in*

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3.5 3.5

14.5 8

6398.4 4798.90 9.5

8.9 5.6

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

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Name	Employee	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							
			HCM Manager	4,159	3,119		N
			Core HR/eProfile Functional Lead/ ePerformance	4,159	3,119		N
			HR - Health & Safety/ Succession Planning (Cut in half)	1,800	1,350		N
			Position Management Functional Lead	4,159	3,119		N
			Benefit Administration/ eBenefits Functional Lead	4,159	3,119		N
			Benefit Administration/ eBenefits Functional	3,812	2,859		N
			Payroll Functional Lead	4,159	3,119		N
			Payroll Functional	3,812	2,859		N
			FIN Functional Lead	4,159	3,119		N
			ELM/eDevelopment Functional Lead	4,159	3,119		N
			Technical Lead	3,985	2,989		N
			Trainer #1	1,387	1,040		N
			Trainer #2	1,387	1,040		N
Technical Resources							
			Conversion Developer FIN	3,637	1,819		N
			Conversion Developer FIN	3,465	0		N
			Conversion Developer FIN	3,465	0		N
			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)
			Conversion Developer HCM	3,292	0		N
			Interface Developer (FIN)	3,264	1,632		N
			Interface Developer (HCM)	3,091	1,545		N
			Customizations Developer (FIN)	3,264	1,632		N
			Customizations Developer (FIN)	2,944	0		N
			Customizations Developer (HCM)	3,091	1,545		N
			Customizations Developer (HCM)	2,771	0		N
			Workflow/Reports Developer (FIN)	52	260		N
			Workflow/Reports Developer (FIN)	520	260		N

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

* Staff member name	[REDACTED]
* Employer name	[REDACTED]
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>[REDACTED] brings 26 years of information systems experience that includes over 14 years of Software knowledge, eight of which are with public sector. [REDACTED] is a certified Software consultant and is a certified project manager (PMP). [REDACTED] 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. [REDACTED] 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	[REDACTED]
* Employer name	[REDACTED]
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>[REDACTED] 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	[REDACTED]
* Employer name	[REDACTED]
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>[REDACTED] 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 [REDACTED] where 55,000 employees were impacted. Below are some of [REDACTED] 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	[REDACTED]
* Employer name	[REDACTED]
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>[REDACTED] 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	[REDACTED]
* Employer name	[REDACTED]
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>[REDACTED] 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 [REDACTED] 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.

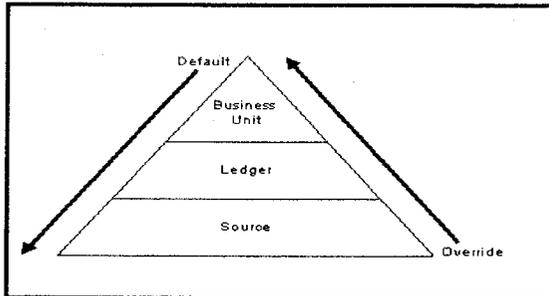
Contents

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

Standard ChartField Configuration						
Status	Order	Field Name	Item Name	Display Length	Display Level	Subsequent ChartField
Active	1	Fund Code	Fund	2		
Active	2	Department	Dept	6	Faceted	
Active	3	Account	Account	5	Faceted	
Active	4	PC Business Unit	PC Bus Unit	5	Faceted	
Active	5	Project	Project	7	Faceted	
Active	6	Activity	Activity	5	Faceted	
Active	7	Source Type	Source Type	5		
Active	8	Category	Category	5		
Active	9	Subcategory	Subcategory	5		
Active	10	Budget Reference	Bud Ref	6		
Active	11	Fund Affiliate	Fund Affl	2	IntraUnit	Fund Code
Inactive	99	Alternate Account	AltAcct	10		
Inactive	99	ChartField 1	ChartField 1	10		
Inactive	99	ChartField 2	ChartField 2	10		
Inactive	99	ChartField 3	ChartField 3	10		
Inactive	99	Class Field	Class	5		
Inactive	99	Operating Unit	Oper Unit	6		
Inactive	99	Product	Product	6		
Inactive	99	Program Code	Program	5		
Inactive	99	AltRate	AltRate	5	InterUnit	
Inactive	99	Operating Unit AltRate	Oper Unit AltRate	10	IntraUnit	

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.

██████████ 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

- ██████████ 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.
- ██████████ requests the inclusion of a provision preventing either party from hiring the employees of the other party.
- ██████████ requests the inclusion of a clause protecting its confidential information.

Specific Exceptions to the RFP

1.14 Subcontractors

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

1.16 Offeror's Certification

- ██████████ 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

- ██████████ 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

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

2.03 Site Inspection

- ██████████ agrees to on-site visits to evaluate ██████████ 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

- [REDACTED] 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 [REDACTED]. 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

- [REDACTED] 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.
- [REDACTED] requests net 30 payment terms.

3.09 Withholding

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

3.12 Contract Personnel

- [REDACTED] 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

- [REDACTED] 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, [REDACTED] 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.
- [REDACTED] requests a thirty (30) day opportunity to cure any breach of the Contract.
- [REDACTED] 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. [REDACTED] 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

- [REDACTED] requests that this provision apply to both parties' confidential information.
- [REDACTED] 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

- [REDACTED] agree to comply with all reasonable State security policies and procedures provided such are provided in advance to [REDACTED]

5.03 Maintenance and Support

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

5.04 Deliverables

- [REDACTED] 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

- [REDACTED] requests that any inspection must also be done during business hours.

Article 4. Equal Employment Opportunity

- 4.7 – [REDACTED] requests payment for all services performed through the date of termination.

Article 5. Termination

- For all terminations by the State for any reason, [REDACTED] 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.
- [REDACTED] requests a thirty (30) day opportunity to cure any breach of the Contract.
- [REDACTED] 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. [REDACTED] requires payment for all services performed through the date of termination and such obligation shall survive the termination of the Contract.

Article 6. Assignment

- [REDACTED] 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, [REDACTED] requests that this consent not be unreasonably withheld, conditioned or delayed.

Article 9. Payment of Taxes

- [REDACTED] requests that payment by the State be made for reasonably satisfactory performance.

Article 10. Ownership of Documents

- [REDACTED] 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

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

Appendix C – Statement of Work

C. Scope

- [REDACTED] 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

- [REDACTED] 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, [REDACTED] 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

- [REDACTED] 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.
- [REDACTED] 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.
- [REDACTED] shall not make access rights accessible or disclose them to any third persons without the State's prior consent.
- [REDACTED] shall not knowingly compromise the physical network integrity or security of State's facilities and equipment.
- [REDACTED] requests the inclusion of a Disclaimer of Warranties.

F. State and Contractor Responsibilities and Access

- [REDACTED] agrees to comply with all of the State's reasonable security procedures provided they are provided in advance.
- [REDACTED] 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

- [REDACTED] 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.
- [REDACTED] agrees that the Services will not violate or infringe upon the rights of third parties; however, [REDACTED] 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 [REDACTED] or if the State uses the products or the services in a manner not intended by [REDACTED]
- Errors or omissions as a result of [REDACTED] actions shall be remedied in accordance with the terms of this Contract.

H. Limitation of Liability

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

Appendix D

- [REDACTED] 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 [REDACTED] performance shall not entitle [REDACTED] to additional compensation.
- The State may reasonably withhold any payment due under this Agreement to [REDACTED] 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 [REDACTED] may suspend its performance until such amount is paid.

B. Withholding Payment

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

Attachment H – Standard Licensing and Maintenance Agreement

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

Appendix A General Provisions

Article 2. Inspections and Reports

- [REDACTED] requests that any inspection also be done during normal business hours.

Article 5. Termination

- For all terminations by the State for any reason, [REDACTED] 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.
- [REDACTED] requests a thirty (30) day opportunity to cure any breach of the Contract.
- [REDACTED] 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. [REDACTED] 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

- [REDACTED] 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, [REDACTED] requests that this consent not be unreasonably withheld, conditioned or delayed.

Article 10. Ownership of Documents

- [REDACTED] and its licensors retain all ownership and intellectual property rights to the programs. [REDACTED] 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 [REDACTED] 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. [REDACTED] 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.
- [REDACTED] 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 [REDACTED] 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 [REDACTED] policies regarding financing which are available at [REDACTED]
- 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 [REDACTED] 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 [REDACTED] 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

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

Article 15. Adverse Interests

- [REDACTED] 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 [REDACTED] 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

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

Appendix C Terms and Conditions

1. Definition of Terms

- 1.2 - [REDACTED] requests that "Agreement" also include [REDACTED] License and Services Agreement.
- 1.5 - [REDACTED] 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

- [REDACTED] requests to incorporate those terms it added to Appendix A, Article 10.
- Some programs may include source code that [REDACTED] 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.
- [REDACTED] 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 [REDACTED] to report the audit results to [REDACTED] or to assign [REDACTED] right to audit the State's use of the programs to [REDACTED]. Where [REDACTED] assigns its right to audit to [REDACTED] then [REDACTED] shall not be responsible for any of the State's costs incurred in cooperating with the audit.

2.2 Limited Software Warranty

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

3. Service Level Program Terms and Conditions

- [REDACTED] will agree to pass through the most favorable terms provided by [REDACTED] in the [REDACTED] License and Services Agreement.

4. General Terms and Conditions

4.2 State Responsibilities and Contractor Access

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

4.3 Confidentiality

- [REDACTED] 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 [REDACTED] all copies of the programs and documentation.

4.4 Limitation of Liability

- [REDACTED] 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 [REDACTED] 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 [REDACTED] for the deficient program or services giving rise to the liability.
- [REDACTED] 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 [REDACTED] sole discretion.
- For any breach of warranty, the State's exclusive remedy and [REDACTED] 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.
- [REDACTED] requests the inclusion of a Disclaimer of Warranties.

4.8 No Hire of Certain Employees

- [REDACTED] requests that this clause be made mutual.

Appendix D:

- [REDACTED] 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.
- [REDACTED] 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

██████████ 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 ██████████ 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 ██████████ does not provide technical support or offer any warranties for these programs.
- Technical support, if ordered from ██████████ is provided under ██████████ technical support policies in effect at the time the services are provided and that ██████████ technical support policies can be accessed at ██████████. The State is required to acknowledge that ██████████ 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 ██████████ 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 ██████████ and are not ██████████ agents and that ██████████ 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 ██████████ 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 ██████████ for the programs, the preceding sentence does not relieve ██████████ of its obligation to provide updates under such order, if-and-when available, in accordance with ██████████ 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.
- ██████████ 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

140,100

202,143