Sealed Offer for an Enterprise Payroll Solution for the State of ~~Hawaii~~ Hawaii - BAFO

RFP – ERP16001

~~April 4~~June 7, 2016

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Section 1.0: Offer Transmittal Letter

CherryRoad's Offer Transmittal Letter follows.

Section 2.0: Offer Form, OF-1

The Offeror must complete Offer Form OF-1 listed below:

Please see CherryRoad's signed Offer Form, OF-1 following.

Section 3.0: Executive Summary

The Executive Summary shall condense and highlight the contents of the Offer in such a way as to provide a broad but clear and understandable summary of the entire Offer.

NOTE: Any additional published marketing material may be added to the end of the Offer in PDF file attachments and must be limited.

CherryRoad Technologies Inc. ("CherryRoad") and Oracle America, Inc. ("Oracle") are pleased to provide our response to the RFP for an Enterprise Payroll Solution. The CherryRoad and Oracle team bring to the State an unparalleled track record of experience and success in providing total business solutions to government agencies across the country and industries around the world. We look forward to working with you throughout the review process and achieving a successful partnership together.

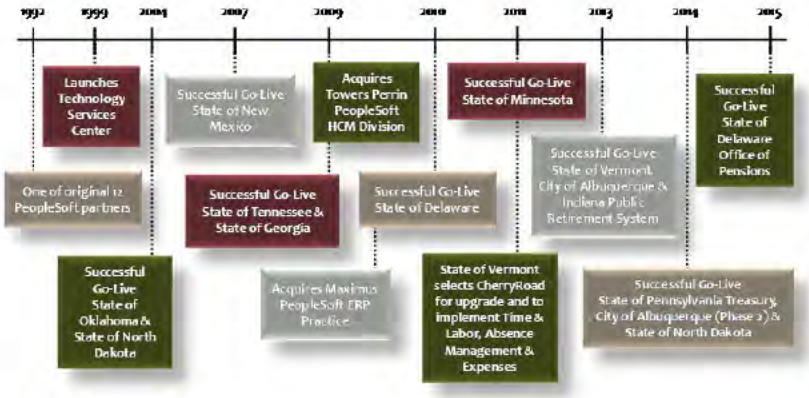
Experience and Project Highlights

- *26 States rely on PeopleSoft for their ERP needs*
- *14 of those states called upon CherryRoad to lead their PeopleSoft engagements.*
- *Expansion; not a new implementation*
- *CherryRoad offers proprietary tools for an accelerated implementation*

CherryRoad and Oracle have created an integrated solution of implementing PeopleSoft Human Capital Management (HCM) that will provide significant value in the short-term and long-term. CherryRoad's solution is centered on minimizing risk for the State. **The CherryRoad solution begins with allowing the State to leverage its investment in PeopleSoft by implementing the latest version of PeopleSoft HCM. This reduces training and change management risks associated with a new product while offering the State all the benefits of the number one statewide HCM solution in the country.** CherryRoad has implemented/upgraded 14 PeopleSoft for statewide organizations and offers the State an experienced and knowledgeable team who can drive success. This solution presents significant value while **materially de-risking** the implementation.

CherryRoad's Evolution

CherryRoad has a long history of company strength and implementing PeopleSoft. CherryRoad was founded in 1983 and became one of the original 12 PeopleSoft partners in 1992. Our evolution timeline illustrates our long-standing PeopleSoft history.



CherryRoad is the perfect fit for the State. **Oracle is all we do** and we have implemented PeopleSoft for

numerous organizations with project budgets in excess of $100 million. At CherryRoad, the State of Hawaii will be highly visible at each level within our organization. CherryRoad executives will closely monitor the project to ensure the project is progressing on-schedule and on-budget.

CherryRoad Value Statements

Expanding the State's Current PeopleSoft Footprint

CherryRoad is proposing a solution that significantly reduces the project for the State of Hawaii. The CherryRoad solution begins by allowing the State to leverage its investment in PeopleSoft by implementing the latest version of PeopleSoft HCM. This reduces training and change management risks associated with a new product while offering the State all the benefits. The State can rest assured knowing that this reduction in risk, combined with the knowledge that PeopleSoft is already in use in 26 states, and CherryRoad's experience as the Prime Implementation Partner at 14 of those state engagements, will ensure a successful project.

Knowledge Transfer

CherryRoad understands the importance of knowledge transfer to the State. We have included project team training before the Fit/Gap sessions and training throughout the program. We understand the State is investing in personnel and we want to enable that investment.

PeopleSoft Statewide Implementations

One of the most important decisions for the State is to select the right System Integrator (SI). The SI will lead the State through the project and ensure the desired results are achieved. There is no other team that will bring more recent and relevant experience to the State than CherryRoad.

Our team brings PeopleSoft best business practices that have been thoroughly vetted at numerous PeopleSoft statewide implementations. The chart below represents CherryRoad's unparalleled statewide experience implementing PeopleSoft. **This is another important component that will minimize the PeopleSoft implementation for the State.**

Client	Statewide PeopleSoft Engagement	Multi-Department Rollout	Prime Vendor	Project Budget Over $20M	Oracle Toolsets Used
State of California	✓	✓	✓		
State of Connecticut	✓	✓	✓	✓	✓
State of Delaware	✓	✓	✓	✓	✓
State of Georgia	✓	✓	✓	✓	✓
State of Indiana	✓	✓	✓	✓	✓
State of Minnesota	✓	✓	✓	✓	✓
State of Montana	✓	✓	✓		✓
State of New Mexico	✓	✓	✓	✓	✓
State of North Dakota	✓	✓	✓	✓	✓
State of Ohio	✓	✓	✓		✓
State of Oklahoma	✓	✓	✓	✓	✓

Client	Statewide PeopleSoft Engagement	Multi-Department Rollout	Prime Vendor	Project Budget Over $20M	Oracle Toolsets Used
State of Pennsylvania	✓		✓	✓	✓
State of Tennessee	✓	✓	✓	✓	✓
State of Vermont	✓	✓	✓		✓

Similar Experience to the State of North Dakota and North Dakota University System Partnership

The State of North Dakota partnered with CherryRoad to **integrate 11 universities into the Statewide PeopleSoft HCM/FMS instance** in order to support the financial and administrative functions of state government, higher education, and public education. The State has approximately 10,000 employees and maintains a presence in each of the 53 counties within the state.

CherryRoad implemented and integrated PeopleSoft to provide the foundation for the State of North Dakota, connecting 99 government agencies and 11 institutions of higher learning on an integrated system consisting of PeopleSoft Financial Management, Human Capital Management, Student Administration, and Government and Campus portals. In addition, CherryRoad has continued to partner with the State to roll out the Talent Management suite of products statewide. **We have taken these lessons learned at the State of North Dakota and North Dakota University System and created a customized project plan** that will allow the State of Hawaii to fully leverage its investment in PeopleSoft.

Large Scale Integration Experience

Most importantly to the State, CherryRoad has extensive experience in **progressively onboarding large statewide agencies, departments, and institutions into** a live PeopleSoft environment. CherryRoad has a unique understanding of how to accomplish the work required, the risks involved and the overall business process and change management transformation. Examples of this work include:

"If you look at what we paid PeopleSoft and MAXIMUS (now CherryRoad), as our implementation partner, we were able to get all state government and all of higher ed done for approximately what the bid was for higher ed in the late '90s, just on a stand-alone basis."

Curtis Wolfe,
State of North Dakota CIO
"Integrating the Ivory Tower",
Government Technology Magazine

Why CherryRoad?

- *90% of CherryRoad's business is in the public sector*
- *Experience implementing PeopleSoft for the 72,000 W2 employees for San Diego County Office of Education, CA*
- *Successful implementation at the State of North Dakota and 11 Universities*

State	Integration
Georgia	Technical Colleges
Minnesota	Department of Transportation integration
Montana	• Department of Administration • Department of Labor and Industry • Department of Transportation
New Mexico	Department of Transportation integration
North Dakota	11 Universities
Oklahoma	• eProcurement for Information Services Division • Dept. of Corrections • Higher Ed Rollout • Dept. of Commerce Rollout Total • Treasurer's Office General Ledger • Asset Management Rollout Total • Asset Management ODOT Total
Pennsylvania	Implementation of Pennsylvania Treasury and integration into Statewide ERP

In-Depth, Proven Expertise in Education

San Diego County Office of Education

Our work at the San Diego County Office of Education (SDCOE) is a prime example of our recent experience. CherryRoad was selected to implement, host, and support PeopleSoft Financials and HCM version 9.2, as well as ECM, Hyperion, and Oracle Business Intelligence. **The program, which progressively deploys PeopleSoft HCM and Finance, includes 40+ school districts, five community colleges, and more than 72,000 W-2 employees**. SDCOE has fiscal oversight of school districts and provides other required and optional services such as retirement reporting, credential auditing, intermediary between the State and the County of San Diego, County Treasury, commercial warrant auditing, and other various support functions. The County processes approximately 668,000 payroll warrants per year for its72,000 + employees. On average, 55,000 people are paid each month. The County also processes more than 135,000 commercial warrants each year for the local school districts.

Chicago Public Schools

CherryRoad implemented PeopleSoft for **Chicago Public Schools (CPS), IL**. CPS is the third largest public school district in the United States, with 408,000 students, 55,000 employees, over 660 schools and buildings, and an operating budget of $5.2 billion. CherryRoad was selected as the prime contractor for this system integration project. CPS sought to replace their legacy HR and Payroll systems, as well as a significant number of shadow systems that were used to satisfy the human resource needs of the District. This implementation called for an organization that understands K-12 PeopleSoft implementations and CherryRoad fulfilled that need.

> **"From the onset of the project, CherryRoad was responsive to our needs and did demonstrate a high level of knowledge and commitment which helped PA Treasury successfully accomplish its numerous business objectives."**
>
> ***PN Narayanan,***
> ***Chief Information Officer***
> ***Pennsylvania Treasury***

K – 12 Organizations

- Chicago Public Schools, IL
- Horry County Schools, SC
- Jeffco Public Schools, CO
- Kansas City, Missouri School District
- Newark Public Schools, NJ
- Pittsburgh Public Schools, PA
- Portland Public Schools, OR
- Rochester City School District, NY
- San Diego County Office of Education, CA
- San Francisco Unified School District, CA
- Toledo Public Schools, OH

Strong Hawaii PeopleSoft Ecosystem

A major component of the work during the Payroll project will be integration from ancillary systems. This integration work is a key success factor for the project. With PeopleSoft being the Human Resources system at major jurisdictions the integration work will be made easier which materially de-risks the project.

DHRD, UH and Judiciary all have robust PeopleSoft footprints. The staff is already knowledgeable about the application. CherryRoad's proposed strategy is to take the current DHRD application and expand it to include payroll. With that expansion we will also integrate other systems into that platform to seamlessly run payroll for all jurisdictions.

Strategic Acquisitions

CherryRoad has made three major acquisitions in the past seven years. These major acquisitions demonstrate the company's strength and stability.

- In 2015, we acquired the Oracle practice, including the E-Business and Cloud activities, of **Strategic Information Solutions, Inc. (SIS)**.
- **The Oracle® PeopleSoft Enterprise HCM practice of Towers Watson (formerly Towers Perrin)** – Towers Watson was one of the foremost Human Capital Management consultancies in the world. Our acquisition of their PeopleSoft practice and highly experienced and qualified consultants in 2009 greatly enhanced our ability to deliver services on PeopleSoft HCM and business improvement projects.
- **The ERP solutions consulting practice of Maximus Inc. in 2010** – CherryRoad purchased the ERP Division of Maximus in 2010. Maximus was recognized as the #1 choice for Oracle PeopleSoft providers of ERP solutions at the state level.

How Will the State Benefit?

- *The State gains a partner with proven education experience*
- *CherryRoad is a stable, partnership-driven firm with a long history of repeat business*
- *Our solution includes Pacxa – a trusted, on-island partner*

Robust Union Understanding

Almost every CherryRoad project has a union component, and rules need to be built to administer these contracts. The following is a sample of our clients with unions.

Client	Unions	Notes	Client	Unions	Notes
Solano County, CA	24	HCM 9.2	**Fox Entertainment Group**	88	HCM 9.2
Riverside County, CA	6	HCM 9.0	**State of Vermont**	4	HCM 9.1
San Diego County Office of Education, CA	85	HCM 9.2	**San Joaquin County, CA**	17	HCM 9.1

History of Working with Large Organizations

CherryRoad has an industry-leading knowledge of implementing and upgrading PeopleSoft at large clients. The following is a sample listing of these engagements.

Client	Operating Budget	Number of Employees	Notes
City of Albuquerque, NM	$642M	6,200	HCM 9.2
Fox Entertainment Group	$13.2B	105,000	HCM 9.2
Hennepin County, MN	$1.56B	8.800	HCM 9.0
Riverside County, CA	$4.8B	17,000	HCM 9.0
San Diego County Office of Education, CA	$4.1B	72,000	HCM 9.2
State of Connecticut	$40.5B	56,000	HCM 9.1
State of North Dakota	$13.7B	11,000	HCM 9.2
State of Tennessee	$30.1B	46,000	HCM 8.9

CherryRoad Solution

Highlighted below are the material updates that are included in our BAFO response.

ID	Item	Benefit to State	Contained in BAFO Proposal
1	**Deferred Payment for Oracle Software;** CherryRoad heard during the demonstrations and the Offeror Discussions the importance of this requirement. CherryRoad has been able to update our response so the State will not pay for the Oracle software upfront but will	Deferred Payment for Oracle Software significantly limits the State's risk and overall exposure plus it is an example of the State accomplishing a lesson learned from other information technology projects.	Attachment 13, Cost Proposal and Attachment 16

ID	Item	Benefit to State	Contained in BAFO Proposal
	continue to get the benefits of a perpetual license. Payments for the Oracle software and maintenance have been wrapped in the implementation and ongoing service costs.		
2	**Robust Pacxa Involvement;** CherryRoad heard during the demonstrations the need to more heavily involve Pacxa. We have updated our staffing to include additional Pacxa roles in training, organizational change management and hardware administration.	The State will have a local face to the project. CherryRoad's 14 statewide PeopleSoft projects coupled with Pacxa's involvement in jurisdiction facing activities, hardware activities and project administration gives a smart diversification to our overall project that enables a strong and robust local presence for this project.	Attachment 5 and Section 6
3	**Accelerated DHRD Migration;** CherryRoad heard during the demonstrations how important it is to accelerate migrating DHRD to payroll platform. CherryRoad has updated our BAFO response to accommodate that request hence accelerating the initiation of production Service Level Agreements to be in place by February, 2017.	The State will see a material win very early in the overall project. The State, early on, will start to see the value of having an overall PeopleSoft strategy as the DHRD PeopleSoft environment will be migrated to the payroll platform. This migration will enable the DHRD instance to be expanded to use payroll further risk mitigating the overall project.	Section 6
4	**Additional Training Services;** CherryRoad heard during the demonstrations how important a robust training program is to the State. We have included additional hours in our training program to solution the State's request. 1) Added instructor led training to the End User Training program as requested by the BAFO 2) Added 4 days of instructor lead classroom training for 100 payroll users 3) Added 3 days of instructor led classroom training for 300 time and attendance users 4) Increased the total training effort be 4032 hours (200% increase)	The robust training program coupled with **local involvement (through Pacxa)** will enable a higher level of system acceptance and greater ability for **the State to own the system and act autonomously.**	Attachment 10-5 and Section 6

ID	Item	Benefit to State	Contained in BAFO Proposal
5	**Additional Organizational Change Management ("OCM") Services;** CherryRoad heard during the demonstrations and the following addendum how important a robust OCM program is to the State. We have included additional hours in our OCM program to solution the State's request. Furthermore, we have updated the approach to include Jeff Bailey (part of the CherryRoad demonstration team) to oversee the program with **local Pacxa resources** administering the steps of the program. Specifically, CherryRoad increased the scope by: a. Increased the total OCM effort by 3800 hours (41%) b. Added two Pacxa OCM experts to our team to improve our overall capabilities	CherryRoad with our 14 statewide PeopleSoft projects understands that OCM is a vital component of a successful project. CherryRoad has a long history of accomplishing coordinated OCM programs which will allow the State to benefit by enabling the users through a myriad of communication avenues to have buy-in and acceptance during the process. The end result will be a higher level of system acceptance and usage.	Attachment 10-6 and Section 6
6	**Reinforced and Robust Parallel Testing;** CherryRoad heard through the demonstrations and the Offeror Discussions the State's approach to parallel testing. CherryRoad has updated our approach to match the State's request.	Parallel testing is of utmost importance when deploying a payroll application. With our updated parallel testing approach the State will gain the assurance that CherryRoad understands the State's needs for parallel and have input the steps necessary to ensure robust parallel testing.	Section 6
7	**Optional Business Process Outsourcing ("BPO") which includes Ceridian;** through Addendum 7 and the demonstrations, CherryRoad understands the need for optional BPO services. To solution the BPO services, CherryRoad has included Ceridian in our BAFO response to the State.	**Ceridian** has a strong on-island team that can solution the State's BPO needs. Additionally, Ceridian has been consistently rated very highly for payroll outsourcing activities within government and the private sector.	Appendix L
8	**Updated Deployment schedule to match the State's requested schedule;** CherryRoad heard throughout the demonstration and Offeror Discussion the importance of mirroring the State's requested schedule. CherryRoad has updated our schedule to accomplish that requirement.	The process of demonstrations and Offeror Discussions enables CherryRoad to understand the State's requirements and therefore we have been able to update our approach to mirror the State's. This will allow the State to accomplish their goals in the	Section 6

ID	Item	Benefit to State	Contained in BAFO Proposal
	a. May 2017 – The project team completes the configuration of PeopleSoft Payroll engine to begin Parallel Payroll Processing, calculating gross to net for the State b. August 2017 – PeopleSoft is the system of record for payroll at the State of Hawaii. The system is live with all business partner and third party inbound and outbound interface requirements c. October 2017 – Deploy PeopleSoft functionality and corresponding interfaces to meet the DOE deployment requirements d. December 2017 – Deploy PeopleSoft online functionality to department users to replace the paper PCS processes	timeframes needed for success.	
9	CherryRoad has responded to the RFP and subsequent addendums in accordance with the prescribed process and the requirements provided by the State. CherryRoad remains open to further discussions / negotiations with the State regarding requirements which we believe could lead to lower pricing options.	N/A	N/A

CherryRoad has developed an implementation services approach that aligns directly with the timeline in the RFP Attachment M – Proposed Project Timeline and Considerations. Below are the primary benefits of our proposed solution.

1. **Leverage the Current DHRD PeopleSoft installation** – The proposed CherryRoad solutions includes implementing PeopleSoft Payroll, Absence Management, and Time and Labor in the existing DHRD environment. The approach eliminates that need for integration between the DHRD HCM system and the EPS system by taking advantage of the delivered integration that is native to the PeopleSoft HCM products.
2. **Leverage existing statewide knowledge and expertise in PeopleSoft** - The Executive Branch, University of Hawaii and Judiciary each currently run PeopleSoft HCM. For these agencies, the integration with and adoption of the PeopleSoft Payroll business processes will be faster considering the compatibility of the systems and the familiarity and expertise in PeopleSoft applications that the users in these departments possess.
3. **Migrate of the DHRD PeopleSoft installation to a hosted environment** – By incorporating the EPS solution into the existing DHRD PeopleSoft installation, the DHRD will also benefit from the migration to a hosted solution by reducing the DHRD operational costs.

Attachment 10-1 Detailed Work Plan provides a comprehensive implementation plan to lead the State through the execution of the Payroll Services and Time & Attendance Services projects and realize the benefits listed above. The detail work plan includes the work breakdown structure, deliverable definitions, and initial deliverable completion schedule. In Section 6.3.1, CherryRoad has provided descriptive information to answer the questions in the RFP regarding the Implementation Services Approach.

Deliverable Based Implementation Methodology

To meet the deliverables required by the RFP Specifications, CherryRoad will follow a deliverable based Enterprise Resource Planning (ERP) implementation methodology. Our methodology is built upon a single, common sense guiding principle – identifying issues early on is a better alternative. In a traditional Waterfall method, issues may not come to the surface until the very last stage of the project; often without adequate time to respond effectively. Instead, we engage the client early and often with incremental design and frequent testing and demonstrations that are open for input and adaptation. We have found that through repeated incremental development and testing, we can achieve critical feedback earlier in the project life cycle, allowing more time to refine and adjust business processes; that ultimately lead to a more complete, successful, and acceptable system for our clients.

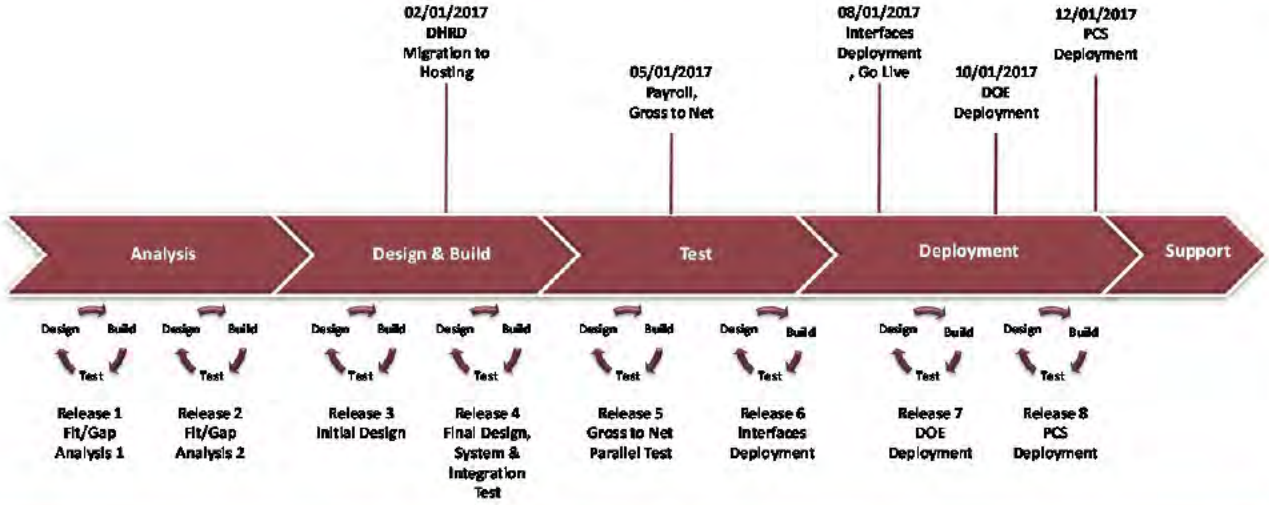
The CherryRoad implementation approach for the State of Hawaii project consists of five (5) implementation stages. In the Payroll Services Phase, there will be five (5) major milestone deployments.

- February 2017 – Migrate DHRD production PeopleSoft system to CRT hosted environment
- May 2017 – Deploy PeopleSoft payroll engine for gross to net payroll parallel testing
- August 2017 – PeopleSoft Payroll go-live with all inbound and outbound interfaces
- October 2017 – Deployment to replace DOE Casual Payroll and TSEAS Payroll interfaces
- December 2017 – Distribute online functionality to department to replace Paper PCS

In the Time and Attendance Phase, there will be seven (7) implement stages, including four (4) major milestone deployments.

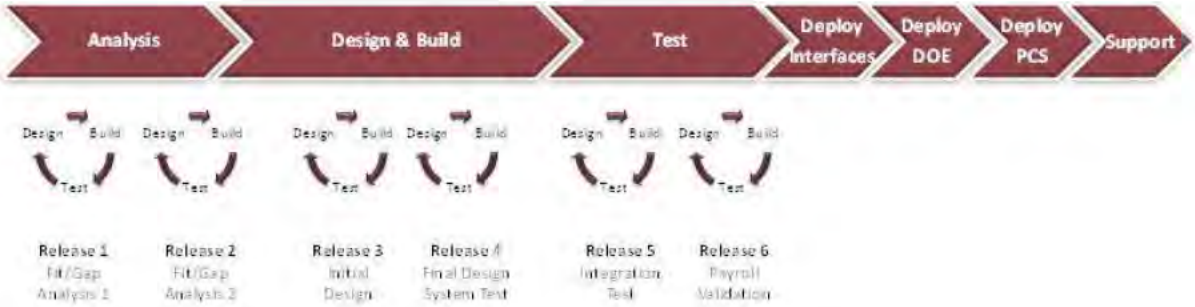
- June 2019 - Wave 1 Departments
- September 2019 - Wave 2 Departments
- December 2019 - Wave 3 Departments
- March 2020 - Wave 4 Departments

For both project phase, within the implementation stages, the project team will repeat eight (8) cycles of design, build, and test activities referred to as development releases. Each release represents an iterative step in a process aimed at defining solutions earlier in the project and refining them over time.



Our approach provides multiple opportunities to demonstrate the system capabilities over the course of the project and facilitates points in time to provide feedback. This approach fosters building a new system in a way that is collaborative, inclusive and effective. The process not only enables meeting business requirements but ultimately can result in a better solution by optimizing the feedback and builds the organization's buy–in at the same time.

~~The CherryRoad implementation approach for the State of Hawaii project consists of seven (7) implementation stages. In the Payroll Services Phase, those stages include the Interfaces Deployment, DOE Deployment, and PCS Deployment. In the Time and Attendance Phase, those stages include Waves 1 – 4. For both project phase, within the seven (7) implementation stages, the project team will repeat six (6) cycles of design, build, and test activities referred to as releases. Each release represents an iterative step in a process aimed at defining solutions earlier in the project and refining them over time.~~



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Stages and Release Cycles

As noted above there are five (5) implementation stages, through which CherryRoad will complete eight (8) release cycles. The table below describes the purpose of each release, demonstrating the iterative process of design, build, and test that is focus of our implementation methodology.

~~As noted above there are seven (7) implementation stages. Within the first three (3) stages, CherryRoad will complete six release cycles. The table below describes the purpose of each release, demonstrating the iterative process of design, build, and test that is focus of our implementation methodology.~~

Stages	Description
Stage 1 Analysis	***Release 1 – Fit/Gap Analysis, Application Module Functionality*** • CherryRoad team members review the PeopleSoft business processes • CherryRoad team members review the State functional requirements • Applications are configured to demonstrate individual application functions • An initial subset of data is converted for key master data elements • Fit/gap analysis sessions review delivered application module functionality • Software gaps are captured and options for gap resolution are documented ***Release 2 – Fit/Gap Analysis, Application End to End Functionality*** • Applications are configured to demonstrate end to end functionality • Application integration is setup; integration broker, portal, security • Refine initial data conversion to expand master data elements • Fit/gap analysis sessions review integrated end–to–end functionality – hire to terminate, payroll and labor distribution, etc. • Software gaps are captured and options for gap resolution are documented At the conclusion of Stage 1 Analysis, the CherryRoad team will complete the Gap Resolution and Scope Document deliverables that will enable the State and CherryRoad to plan the remaining stages of the implementation phase.
Stage 2 Design and Build	***Release 3 – Initial System Design*** • Application configuration is complete for Interface Departments, DOE, and PCS • High priority reports, interfaces, conversions, and enhancements scheduled for Release 3 are developed and unit tested • Business processes are unit tested and the results recorded in the Implementation Tracker • Demonstrations will be conducted with departments to demonstrate the end to end processes and priority enhancements • Any recommended adjustments are documented, estimated and submitted for approval.

Stages	Description
	Release 4 – Final System Design. ~~&~~ System & Integration Testing • Application configuration is completed for any outstanding departments • Reports, interfaces, conversions, and enhancements scheduled for Release 4 are developed and unit tested • Portal (Interaction Hub) configuration is complete and unit tested • Application Security configuration is complete and unit tested • The Application configuration is complete for any remaining departments not included in Release 3 • Business processes are unit tested and the results recorded in the Implementation Tracker • Demonstrations will be conducted with departments to demonstrate the end to end processes and priority enhancements • Release 4 marks the completion of the application design and the F6 Final System Design deliverable is documented for the State's approval • The system and integration test environment will include the Release 4 configuration and development • This will include the portal configuration • This will include the standard security configuration At the conclusion of Stage 2 Design and Build, the project team will be positioned to draft the "To Be" business processes, develop the end user training curriculum, and prepare the various testing plans and scripts in preparation for the Stage 3 test cycles.
Stage 3 Test	***Release 5 – ~~Integration~~ Gross to Net Parallel Payroll Testing*** • Application configuration and development issues identified during the System and Integration Test cycles will be resolved in Release 5 • Reports, interfaces, conversions, and enhancements scheduled for Release 5 are developed and unit tested • Department security will be loaded • Release 5 will be used for the execution of the Gross to Net Parallel Payroll Test ~~Integration~~ Test cycles ***Release 6 – Interface Development User Acceptance Testing*** • Application configuration and development issues identified during the Gross to Net Parallel Payroll ~~Integration~~ Test cycles will be resolved in Release 6 • Reports, interfaces, conversions, and enhancements scheduled for the Interfaces Deployment and Release 6 are developed and unit tested • Release 6 will be used for the execution of Interfaces Deployment User and Regression Testing • Release 6 will be ~~the~~ used for End User Training

Stages	Description
	At the conclusion of Stage 3 Test, the project team will be positioned to complete the final "To Be" business processes, deliver end user training and initiate the Stage 4 deployment activities.
Stages 4~~-6~~ Deployment	***Release 7 – DOE Deployment User Acceptance Testing*** • Reports, interfaces, conversions, and enhancements scheduled for the DOE Deployment and Release 7 are developed and unit tested • Release 7 will be used for the execution of DOE Deployment User and Regression Testing • Release 7 will be used for DOE End User Training ***Release 8 – PCS Deployment User Acceptance Testing*** • Configuration, reports, interfaces, conversions, and enhancements scheduled for the PCS Deployment and Release 8 are developed and unit tested • Release 8 will be used for the execution of Interfaces Deployment User and Regression Testing • Release 8 will be used for End User Training At the conclusion of Stage 4 Deployment, the project team will have completed the deployment of all Payroll Process functionality to the department users, and will initiate the Stage 5 Support activities. ~~***End User Training and Deployment (Go Live)***~~ ~~• Final adjustments are made to Release 6, which is then copied to a training environment~~ ~~• End user training courses are delivered~~ ~~***Production Cutover (Go Live)***~~ ~~• Detailed production cutover plans are developed~~ ~~• A practice cutover is performed and adjustments are made to the cutover plan~~ • ~~The final production is executed~~
Stage 7 Support	***Ongoing Support*** • Production service levels are ~~initiated~~monitored • The production stabilization plan is implemented • The CherryRoad team provides support during the stabilization period

Advantages of the CherryRoad Methodology

There are many advantages to CherryRoad's implementation methodology. The highly collaborative approach is still managed in a structured way with checks and balances along the way. We use traditional PMI standards to managing the methodology and the project, thus facilitating the careful management of Scope throughout the project. Our approach of providing the flexibility of an Agile approach and the rigor of the Traditional Waterfall approach provides the best of both approaches. The advantages of utilizing our methodology are outlined below:

Benefit	Advantage
Early Testing	Unlike traditional Waterfall methodology, where the State would not see a test system until the end of the project, with our methodology the State can access a fully functional system during Stage 1.
Fewer Customizations	Earlier user involvement in design and testing of delivered processes with State data can lead to significant reduction in customization. More interaction with delivered processes builds user awareness and acceptance early.
Right Solutions Delivered	Ability to demonstrate system solution options early in the project allow the end users the ability to confirm the "right requirements" and select the "right solutions"
User Buy–in High	Solution demonstrations help build end user buy–in early in the project; this approach works especially well for organizations expanding their system's footprint within the overall organizations
Incremental Fit/Gap Sessions and Releases	Cycles of Fit/Gap Sessions and Release development enable continual feedback from the State allowing our team to incorporate improvements and keep the project moving forward
Users Knowledge Expands Early	As the system expands and grows, the users understanding expands and grows as well
Expansive Testing Throughout Project	Because testing occurs throughout the project and demonstrations are provided to departments, the end system is thoroughly tested eliminating potential system problems long before Go Live
Higher Solution Quality	With our methodology, the State can verify the system meets expectations months earlier than with a traditional waterfall approach. This allows for improved quality, as improvements are applied throughout the project.
Increased Project Success	The ability to support cycles of development and testing together and with high user involvement creates a more dynamic approach that ultimately delivers a solution that better meets objectives and generates stronger user acceptance and ownership.

It has been our experience that this approach builds solutions that not only meet business requirement expectations, but exceed them. Our approach will allow the State's project team the flexibility of reviewing solution options early in the project, and to see the new applications using "real–life" examples. The project team will more quickly recognize solutions given that they are built in your language of job codes, deductions, benefit programs and organizational structures. When it looks more familiar it helps the end users more quickly accept something new; thus it has the potential to reduce the need for customizations.

Summary of BAFO Updates

To aid in the State's review of the CherryRoad BAFO response, the table below includes the material changes in each section of the document.

Summary of BAFO Updates
Section 1.0 Offer Transmittal Letter
1. Updated with BAFO specific information.
Section 2.0 Offeror Form OF-1
1. There are no changes to Section 2.0
Section 3.0 Executive Summary
1. Updated with BAFO specific information.
Section 4.0 Administrative Requirements
1. There are no changes to Section 4.0
Section 5.0 Offeror Qualifications
1. 5.4.1 – Updated the Payroll Phase and Time and Attendance Phase Project Organization Charts, including additional Trainer and OCM positons as well as naming Bill Hansen as the CherryRoad Project Manager. 2. 5.4.2 – Updated both the Payroll Phase and Time and Attendance Phase Offeror Staffing Plans to reflect BAFO organization changes, including adding additional Trainer and OCM positions. Also updated position work locations and the percentage of time in each work locations. 3. 5.4.3 – Updated the State Staffing Plan for both the Payroll Phase and the Time and Attendance Phase to reflect CherryRoad's responsibility for completing end user training for 100 Payroll attendees and 300 Time and Attendance attendees.
Section 6.0 Business Solutions
1. 6.1.1.4 – Provided clarification on the number of inbound and outbound interfaces that would be available for the start of the Gross to Net payroll parallel test scheduled to start in May, 2017. 2. 6.1.1.5 – Updated the CherryRoad conversion response to reflect the source system data sources described in the request for BAFO document Appendix M: 1.0 Proposed Project Approach. 3. 6.1.1.6 – Updated the CherryRoad enhancement approach, including descriptions for

Summary of BAFO Updates
Workday Rate Calculation requirement (J: 5.11), Time and Labor Rules, and Absence Management formulas. 4. 6.1.1.8 – Provided clarification on the availability of custom workflows for the start of the Gross to Net payroll parallel test scheduled to start in May, 2017. 5. 6.2.1 – Updated Oracle Product listing to reflect products needed to meet State requirements and align with pricing model for hosting. In addition, the subsection responses were updated to ensure consistency and provide greater clarification regarding CherryRoad's technical solution and approach. Included additional information regarding the Database Instance Strategy and the PeopleSoft Update Manager. 6. 6.2.1.1.6 – In the System Administration Toolkit section, updated the Payroll Parallel Test approach. Specified the steps to complete the test for four pay periods, where duplicate manual entry is minimized.
Section 7.0 Certification
1. There are no changes to Section 7.0
Section 8.0 Confidential Information
1. There are no changes to Section 8.0
Section 9.0 Cost
1. Please see the Pricing Context included in the word document for Section 9.0. Additionally, Offeror-Hosted option costs include the software maintenance and source code escrow fees.
Section 10.0 Third Party License and Maintenance Agreements
1. Added per Addendum 7.
Section 11.0 Offeror Checklist
1. Updated per Addendum 7.
Attachment 1 Offeror Financials
1. There are no changes to Attachment 1
Attachment 2 Offeror References
1. There are no changes to Attachment 2

Summary of BAFO Updates
Attachment 3 Subcontractor References
1. There are no change to Attachment 3
Attachment 4 Offeror Staff Resumes
1. Added resume for CherryRoad Project Manager Bill Hansen 2. Added resume for Pacxa Organizational Change Manager Laurie Brooks 3. Added resume for Pacxa Organizational Change Manager Sherilyn Kimura 4. Added resume for Pacxa Database Administrator Alan Larsen 5. Removed resume for CherryRoad Project Manager Dan Berta 6. Removed resume for CherryRoad Organizational Change Manager Mary Myhre 7. Removed resume for CherryRoad Functional Lead Chris Torrence
Attachment 5 Offeror and Sub Staff Reference Forms
1. There are no changes to Attachment 5
Attachment 6 Financial Statement Comp
1. There are no changes to Attachment 6
Attachment 7-1 Payroll & Time and Attendance Requirements
1. There are no changes to Attachment 7-1
Attachment 7-2 Optional Payroll & Time and Attendance Requirements
1. There are no changes to Attachment 7-2
Attachment 8 Technical Requirements
1. In Tab 5 Solution Technology of Attachment 8, we have change requirement ID's 26, 31, 33 and 34 from "Y" to "N". Oracle's OBIEE/OBIAP solution is not included in our licensing, hosting, and implementation costs. We will rely on native PeopleSoft BI Publisher, Pivot Grids and Work Centers to satisfy the State of Hawaii's requirements for presenting analytical data. This solution is consistent with the solution that we demonstrated to the State 2. In Tab 5 Solution Technology, we have change requirement ID's 44, and 46-62 from "Y" to "N". Oracle's Enterprise Content Management solution is not included in our licensing, hosting, and implementation costs. We will rely on native PeopleSoft document attachment functionality to satisfy the State of Hawaii's requirements for

Summary of BAFO Updates
attaching documents.
Attachment 9 Implementation Services Requirements
1. 2.2.13 - Changed Offeror Response from "N" to "Y". CherryRoad has added a B6 Business Intelligence Plan Deliverable into our implementation plan. We will perform the corresponding Business Intelligence and Data Warehouse strategy and planning work required for the deliverable. 2. 2.2.14 - Changed Offeror Response from "N" to "Y". CherryRoad has added a B6 Business Intelligence Plan Deliverable into our implementation plan. We will perform the corresponding Business Intelligence and Data Warehouse strategy and planning work required for the deliverable. 3. 2.3.9 - Changed Offeror Response from "N" to "Y". CherryRoad has added a B6 Business Intelligence Plan Deliverable into our implementation plan. We will perform the corresponding Business Intelligence and Data Warehouse strategy and planning work required for the deliverable. 4. 2.3.27 - Changed Offeror Response from "N" to "Y". CherryRoad has added a B6 Business Intelligence Plan Deliverable into our implementation plan. We will perform the corresponding Business Intelligence and Data Warehouse strategy and planning work required for the deliverable.
Attachment 10-1 Detailed Work Plan
1. Implementation Approach - Updated to include five (5) stages and eight (8) development release cycles for the Payroll Process Phase. 2. Work Breakdown Structure – Updated the deliverables and WBS structure to reflect the change in implementation approach. 3. CherryRoad Methodology/RFP Deliverable Reconciliation – Updated the reconciliation to reflect the change in implementation approach. 4. Implementation Timeline – Updated the major milestone dates for the Payroll Process Phase and the Time and Attendance Phase. Replaced the Gantt charts for both phases. 5. Implementation Staffing Plan – Updated the organization chart and staffing plan to reflect the revised implementation approach and the staffing changes identified in Section 5. 6. Work Breakdown Structure Deliverable Definitions – Update the individual deliverable definitions to reflect the updated implementation approach.
Attachment 10-2 Deployment Plan
1. Deployment Plan Objectives – Updated the scope of deployment related deliverables to reflect the revised implementation approach. 2. Deployment Timeline – Updated the Deployment Plan deliverable schedule to match the

Summary of BAFO Updates
revised timeline in Attachment 10-1 Detailed Work Plan. 3. Deployment Deliverable Definitions – Updated the deployment deliverable definitions to reflect the revised implementation approach.
Attachment 10-3 Data Conversion Plan
1. Data Conversion Objectives – Updated the Data Conversion data sources to reflect the information provided in the request for BAFO. 2. Data Conversion Scope – Updated the scope of Data Conversion related deliverables to reflect the revised implementation approach. 3. Data Conversion Timeline – Updated the Data Conversion deliverable schedule to match the revised timeline in Attachment 10-1 Detailed Work Plan. 4. Data Conversion Deliverable Definitions – Updated the Data Conversion deliverable definitions to reflect the revised implementation approach.
Attachment 10-4 Master Test Plan
1. Testing Scope – Updated the scope of Testing related deliverables to reflect the revised implementation approach. 2. Testing Timeline – Updated the Testing deliverable schedule to match the revised timeline in Attachment 10-1 Detailed Work Plan. 3. Testing Deliverable Definitions – Updated the Testing deliverable definitions to reflect the revised implementation approach.
Attachment 10-5 Training Plan
1. Training Objectives – Updated the description of CherryRoad training services, replacing "Train-the-Trainer" with instructor led classroom training. 2. Training Scope – Included initial course offerings to meet the 5.6.2 Payroll Administrator Training and 5.6.3 Manager, Supervisor, Scheduler, and Timekeeper Training requirements. 3. Training Deliverables – Updated the list of Training related deliverables to reflect the revised implementation approach. 4. Training Timeline – Updated the Training deliverable schedule to match the revised timeline in Attachment 10-1 Detailed Work Plan. 5. Training Deliverable Definitions – Updated the Training deliverable definitions to reflect the revised implementation approach.
Attachment 10-6 Organizational Change Management Plan
1. Organizational Change Management Timeline – Updated the OCM deliverable schedule

Summary of BAFO Updates
to match the revised timeline in Attachment 10-1 Detailed Work Plan. 2. Organizational Change Management Deliverable Definitions – Updated the OCM deliverable definitions to reflect the revised implementation approach.
Attachment 11 Ongoing Services Requirements
1. Responded to additional requirements provided in Addendums 7 and 8 from the State (2.2.19.7 and 2.2.20.9. Provided answers that were previously missing for requirements 2.2.20.2-8, 2.2.22.7-11, and 2.2.23.4.
Attachment 12 Service Level Agreements
1. Updated the attachment with changes provided by the State in Addendums 7 and 8. 2. Updated requirements 2.0.1, 2.0.2, 3.8.2, by changing 'N' response to 'Y' and deleting Offeror Comments. 3. Include Response of 'Y' and deleted existing Offeror Comments for 'Deliverables' requirement under 2.0.3. 4. Deleted Offeror Comments for requirement 3.2.1, 3.4.5.
Attachment 13 Cost Proposal
1. Revised Per Addenda 7 & 8.
Attachment 14 RFP Exceptions
1. Attachment 14 has been removed
Attachment 15 HCM Compliance Document
1. There is no change to Attachment 14
Attachment 16 Third Party License and Maintenance Agreements
1. Added per Addenda 7.

Oracle's PeopleSoft Solution

Summary of Value Proposition

Oracle can offer the State a strong solution to address the requirements for an Enterprise Payroll System as stated in the RFP.

An Integrated Approach for Payroll

As an existing Oracle customer, the State has made a significant investment in Oracle applications and technology. The State is already leveraging Oracle's PeopleSoft Human Resources (HR) solution though DHRD's central department.

Why Oracle?
From Payroll and Time and Labor, to recruiting and managing talent, to accurately forecasting future workforce needs, PeopleSoft Payroll and Human Capital Management enables you to proactively manage HR operations while focusing on strategic business initiative

DHS can Extend its Relationship with One of its Valuable Partners – Oracle

As the State already knows, Oracle provides extensive support for all its applications years into the future. We make substantial investments in product functionality so that our customers are always current on technology. We have made extraordinary efforts to acquire technologies that will allow organizations like the State of Hawaii to use Oracle as a one-stop shop for all of its enterprise software requirements. By choosing Oracle, these factors – one-stop shopping, long-term support, and substantial product investment – all provide Hawaii with a logical partner for this Payroll initiative, as well as your future Enterprise needs.

Oracle's PeopleSoft Payroll solution will meet your Enterprise Payroll and Time and attendance requirements and provide Hawaii flexibility in operations and management. Hawaii can deploy PeopleSoft Payroll and HR in a cloud hosted approach, as dictated in this RFP, or it can be deployed on premise should the State ever determine a State owned environment is desired.

Oracle's value is that we would put the State in a position to leverage the knowledge and experience of the existing DHRD implementations of PeopleSoft HR while potentially leveraging DHRD's enterprise PeopleSoft HR licenses to lower overall cost of ownership.

"Over the years, Oracle PeopleSoft Enterprise Applications have given the State the flexibility to adapt to changing legislative mandates, evolving technology, organizational goals program funding and business demands."

----Connie Guerrero
Manager of Information Systems
State of Kansas

"We are transforming technology throughout the state. We saw Oracle as a partner that would be with us for the long haul."

----Carl Marsh, Chief Operating Officer
Department of Information Resources
State of Texas

Understanding the State's Objectives

Based upon our understanding of Hawaii's requirements for an Enterprise Payroll and Time and Attendance system that can report on and track the lifecycle of each employees Time, Leave and Payroll information, we can present a strong business case for the implementation of PeopleSoft Payroll, Time and Attendance, and Human Capital Management. Not only can our software handle the Payroll, Time and Attendance, and Leave requirements of the RFP, we can also handle the optional Self-Service requirements within our application. Finally, our software includes many other HR capabilities that the State can benefit by implementing in the future. Oracle provides the following advantages to Hawaii.

> ***"It (PeopleSoft) is going to create a better shared services environment whereby agencies take advantage of, say, strategic sourcing where we can buy smarter, more collectively. And it's going to enable us to decommission costly, legacy systems."***
>
> *----Hugh Quall*
> *Director of Administrative Services*
> *State of Ohio*

- Complete, open, and integrated products
- Accelerated business growth
- Lower total cost of ownership

PeopleSoft Payroll, Time and Labor and Human Capital Management Offers:

Oracle products provide flexibility and choice to customers across their IT infrastructure. Oracle offers the industry's most complete, open and integrated full-scale infrastructure solutions.

- **Enterprise Payroll** delivers a rules-based payroll management system that improves accuracy, timeliness, and financial controls.
- **Labor Rules and Monitoring** includes streamline Time Manager Tasks to approve time, resolve exceptions, and make better decisions with real time analysis of enterprise labor data.
- **Core Human Capital Management** enables you to manage Employees globally on a single system of record while complying with local laws and regulations with our global
- **Workforce Management** allows your organization to forecast, deploy, track and manage your labor with workforce management.
- **Workforce Service Delivery** cuts costs and increase productivity with workforce service delivery.

Complete, Open, and Integrated Products

Oracle products provide flexibility and choice to customers across their IT infrastructure. Oracle offers the industry's most complete, open and integrated full-scale infrastructure solutions.

- **Complete** – Oracle's complete industry solutions offer more value with less complexity, because Oracle has assembled best-in-class industry portfolios and it is Oracle's job to make them work together on an open platform. Oracle's acquisition of market leaders such as Siebel,

PeopleSoft, Hyperion, BEA, and Sun, coupled with major investments in research and development, offer Hawaii best-of-breed products, services, and skills from a single vendor.

- **Open** – It is not enough to just deliver complete solutions. Those solutions must be delivered on open and standards-based architecture. They need to be flexible to change and enable customers to differentiate themselves. Standards-based architecture offers more choice at less risk, allowing easier interactions within and across enterprises. Oracle's commitment to open standards provides Hawaii with flexibility and options.
- **Integrated Products** – Integration is one of the most important aspects of Oracle's strategy. In the past, a large portion of an IT budget was spent on integrating and maintaining disparate applications from multiple vendors. Often the integration was only partial, addressing only the business process level, for example, not the user experience or the business intelligence. Oracle wants to relieve customers of the burden of integration, providing flexible integration (so it fits your business) at a dramatically lower cost, so that you can focus instead on making your business unique, more competitive, and more efficient. This enterprise-wide approach enables Hawaii's collaboration and alignment while lowering business risk.

Accelerated Business Growth

Oracle is equipped to provide a highly scalable and flexible technology to accelerate the State's business growth and expansion of service offerings to your customers, without disruption to your operations. Hawaii will benefit from proven best-in-class functionality with better business operations, lower administrative costs, high scalability, and the backing of an industry leader. Oracle's approach represents not only best business practices but also open standards built upon a modern architecture. This enables the State's entire organization to adapt to business changes, and flexibly configure and reconfigure its applications to meet those changes. This capability is a critical success factor to Hawaii as the organization continues to drive increased revenue, growth, and expansion of its offerings.

Oracle is #1 in Public Sector

The following get better results with Oracle:

- 20 of the 20 top global governments
- 15 of the 15 Federal Cabinet agencies
- 50 of the 50 US states
- 20 of the 20 top US counties
- 20 of the 20 top US cities

Lower Total Cost of Ownership

Your total cost of ownership is reduced as Oracle's products drive efficiency within business units and take up fewer human and financial resources to maintain, update, and support.

- Oracle customers have leveraged their integrated suites of software to drive value and efficiency from their businesses.
- More than 90 percent of Oracle customers are using the current releases of Oracle product suites compared with significantly lower percentages for most of Oracle's major competitors. This speaks to the ability of Oracle customers to upgrade to current releases – and the value those current releases deliver.

Oracle Leadership

- #1 database
- #1 database on SAP, Linux, and UNIX
- #1 embedded database
- #1 data warehouse
- #1 middleware
- #1 service-oriented architecture
- #1 application server
- #1 business analytics
- #1 enterprise performance management
- #1 human capital management
- #1 marketing automation
- #1 talent management and talent recruiting

- Oracle software provides a single, logical view of all enterprise data and a centralized access point to manage user security and visibility. This lowers total cost of ownership and facilitates a single source of truth.
- Potentially leverage DHRD Headquarters' enterprise PeopleSoft HR licenses.

"Where it previously took days or weeks for our agencies to produce reports, we now get them in just a matter of minutes to hours using PeopleSoft Enterprise Applications."

----Trisha Neely
Former Director, Division of Accounting
State of Delaware

Conclusion

Hawaii will gain business efficiency from Oracle's complete, open, and integrated solutions combined with award-winning support services. Oracle's commitment to a superior ownership experience can maximize the value of the State's enterprise software investment.

The Response/Requirement section below will further explore how PeopleSoft Payroll, Time and Labor and Human Resources can address the need for a Payroll solution to meet the critical needs for the State.

This proposal reflects the objectives identified by the State's RFP, and we are fully committed to providing the State with a total approach to addressing your business objectives while reducing risk. Should your requirements change, we welcome the opportunity to discuss how Oracle products and services align to those requirements. We look forward to demonstrating the reliable strengths and innovative technology of Oracle's Proposed System upon submission of the proposal.

Section 4.0: Administrative Requirements Response

Administrative Requirements of the RFP are listed in the table below. The Offeror must complete the table below and indicate its response to each requirement accordingly. The Offeror must answer affirmatively to all mandatory requirements and provide supporting documentation, where requested. Any requirement that is left blank will equate to a "No" response.

Administrative Requirements

#	Requirement	Yes/No (Y/N)
1	Upon request of the State, the Offeror shall conduct presentations, demonstrations, and discussions with representatives of the State to clarify its Offer; to validate understanding of the State's requirements; and promote understanding of the Offer (see RFP "**Section 14.2, Presentations, Demonstrations and Discussions During Priority-Listed Offeror Sessions**").	Y
2	Upon request of the State, the Offeror may provide a BAFO (best and final offer) to the State (see RFP "**Section 14.7, Best and Final Offers**"). If no BAFO is submitted, the prior Offer will be considered its BAFO.	Y
3	Offeror shall register with Hawaii Compliance Express (HCE) in order for the State to verify compliance upon award of the Contract pursuant to the requirements of HRS § 103D-310(c) and HAR § 3-122-112 (see RFP "**Section 19.3, Offeror Compliance with Law**"). Due to the time required to process a certificate of compliance, it is highly recommended the Offeror register with HCE prior to submitting an Offer.	Y
4	Offeror must have, or agree to establish, a Hawaii business address within two (2) miles of the Hawaii State Capitol prior to official start of work; receipt of Notice to Proceed; and local presence throughout the remaining duration of the Contract.	Y

Section 5.0: Offeror Qualifications

5.1 – Offeror Minimum Qualifications

Requirements and Instructions for completing the Offeror Qualifications Response are detailed in "Appendix A, Offeror Response Form, Section 5.0 Offeror Qualifications." This section shall include the Offeror's response to:

(a) Minimum Offeror Qualifications ("Appendix A, Section 5.1 Offeror Minimum Qualifications");

(b) Offeror References; and

(c) Offeror Background and Experience, specifically including information directly relevant to this RFP's Project Organization and Staffing requirements.

The State will review the Offeror's Offer to determine whether the Offeror meets the Offeror Minimum Qualification requirements. Failure to meet Offeror Minimum Qualification requirement(s) may result in the Offer being deemed non-responsive and determined unacceptable.

5.1 – Offeror Minimum Qualifications – *Offeror Minimum Qualifications are listed in the table below. The Offeror must complete the table below and indicate its response to each requirement accordingly. For requirements 1 - 5 below, provide supporting documentation that demonstrate the requirements have been met and list the client references that support the requirements and why. References in "Section 5.2, Offeror References" below must include, at a minimum, the references used in this section to meet the Offeror Minimum Qualifications. Any requirement that is left blank will equate to a "No" response.*

Table 2 – Offeror Minimum Qualifications

#	Requirement	Yes/No (Y/N)	If Yes, Client Reference(s)
1	System Integrator or Software Vendor has been implementing the proposed Payroll Solution for a minimum of five (5) years.	**Yes**	**Many clients support this including Napa County, CA; Riverside County, CA; and the State of Tennessee.**
2	System Integrator or Software Vendor has successfully implemented the proposed Payroll Solution for a government and/or education organization within the last three (3) years.	**Yes**	**Many clients support this including Napa County, CA; Riverside County, CA; and the State of Tennessee.**
3	System Integrator or Software Vendor has successfully implemented the proposed Payroll Solution for a government and/or education organization with an operating budget of at least $1 billion.	**Yes**	**Many clients support this including the State of Tennessee and the San Diego County Office of Education, CA.**

4	System Integrator or Software Vendor has successfully implemented the proposed Payroll Solution for a government and/or education organization with at least 5,000 employees.	**Yes**	**Many clients support this including the State of Tennessee and the San Diego County Office of Education, CA.**
5	System Integrator or Software Vendor has successfully implemented the proposed Payroll Solution for an education organization with at least 30,000 students.	**Yes**	**Many clients support this including the San Diego County Office of Education, CA.**

5.2 – Offeror Responses

The Offeror and each subcontractor (if any) shall complete Appendix B, 2.0 Offeror Experience Reference Form, Section 1, for recent client references and include them in "Attachment 4: Offeror Resumes" and "Attachment 2: Subcontractor References." Additionally, the Offeror and each subcontractor (if any) shall request that client references complete Appendix B, 2.0 Offeror Experience Reference Form, Section 2, and return via e-mail directly to the State Point of Contact designated in the RFP "Section 4.1, State Point of Contact and Offeror Point of Contact." As documented in this attachment, the State will review the Offer to determine whether the Offeror meets the Offeror Minimum Qualification requirements contained in "Section 5.1, Offeror Minimum Qualifications." Failure to meet an Offeror Minimum Qualification requirement may result in the Offer deemed nonresponsive and rejected.

Additionally, please complete the following summary table in this Offer section for each client reference.

The Offeror grants the State authorization to contact any of the Offeror's and subcontractor(s)' previous clients including but not limited to these client references to evaluate the Offeror; subcontractor(s); and their work.

CherryRoad Response

Offeror Experience Reference Form Summary

Table 1. Minimum Qualifications of the Offeror

Reference 1	
Vendor Name: CherryRoad Technologies Inc.	Vendor Contact/Name: Robert Cockrum, Client Manager
Project Dates: • **Implement Recruiting Solutions 9.2**: August 2013 – February 2014 • **Implement Talent Management 9.1**: August 2011 – June 2012 • **Implement ELM 9.0**: August 2009 – January 2010 • **Implement HCM 8.3**: May 2002 – June 2006 • **Implement Financials 8.4**: May 2002 – June 2006	Vendor Contact Phone: 916-715-6504
Customer Organization: State of North Dakota	Customer Contact Name: Pam Sharp, Director, Office of Management and Budget
	Customer Phone: 701-328-4606
Why Referenced? Statewide Implementation of PeopleSoft with 11 Higher Education Universities included.	

Reference 2	
Vendor Name: CherryRoad Technologies Inc.	Vendor Contact/Name: Robert Cockrum, Client Manager
Project Dates: • **Upgrade HCM 8.8 to 9.1 and Implement Time & Labor and Expenses**: May 2011 – May 2013 • **Upgrade Financials 7.5 to 8.8**: September 2005 – December 2006 • **Closing Support**: July 2002 – August 2002 (three-week engagement)	Vendor Contact Phone: 916-715-6504
Customer Organization: State of Vermont	Customer Contact Name: Brad Ferland, Director of Financial Operations
	Customer Phone: 802-828-2336
Why Referenced? Statewide PeopleSoft Project with heavy emphasis on Time and Labor / Payroll.	

Reference 3	
Vendor Name: CherryRoad Technologies Inc.	Vendor Contact/Name: Robert Cockrum, Client Manager
Project Dates: • **City-Wide Reporting Strategy:** Ongoing • **Implement ERP Support Protocols and Associated Processes:** Ongoing • **Procurement Remediation:** March 2014 – June 2016 • **Implement Treasury Cash Management and Deal Management:** April 2015 – June 2016 • **Complete HCM Remediation including Talent Management Implementation:** September 2014 – May 2016 • **Recruiting Implementation:** October 2013 – May 2014 • **HCM Enhancement:** October 2013 – May 2014 • **Implement Workflow:** October 2013 – May 2014 • **Fully Deploy Inventory:** October 2013 – May 2014 • **Complete Deployment of ESS:** October 2013 – May 2014 • **Fully Implement Asset Management:** October 2013 – May 2014 • **Implement Accounts Receivable: October** 2013 – May 2014 • **Upgrade Financials 9.0 to 9.2:** October 2013 – May 2014 • **Upgrade HCM 9.0 to 9.2:** October 2013 – May 2014 • **Remediate Remaining Financial Areas:** June 2012 – August 2013 • **Preliminary GL Remediation:** June 2012 – August 2013 • **Remediation Pilot – Payroll, Time and Labor:** June 2012 – August 2013	Vendor Contact Phone: 916-715-6504
Customer Organization: City of Albuquerque, NM	Customer Contact Name: Chris Daniel, CFA, CPA, ERP Program Manager Customer Phone: 505-768-3394
Why Referenced? Large-Scale PeopleSoft project that shows CherryRoad ability to complete a long-term program within the public sector.	

Pacxa Response

Offeror Experience Reference Form Summary

Table 1. Minimum Qualifications of the Offeror

Reference 1	
Vendor Name: Pacxa	Vendor Contact/Name: Scott Watanabe
Project Dates: February 2014 – March 2016	Vendor Contact Phone: (808) 349-2114
Customer Organization: State of Hawaii Department of Transportation – Airports Division	Customer Contact Name: Amy Saito
	Customer Phone: (808) 838-8678
Why Referenced? Reference shows Pacxa's performance for outsourced Oracle Support. Pacxa has been performing this service for multiple years.	
Reference 2	
Vendor Name: Pacxa	Vendor Contact/Name: Scott Watanabe
Project Dates: June 2013 – July 2016	Vendor Contact Phone: (808) 349-2114
Customer Organization: Hawaii State Employees Retirement System	Customer Contact Name: Keith Miyamoto
	Customer Phone: (808) 586-1713
Why Referenced? Reference shows Pacxa's performance for outsourced Oracle Support. Pacxa has been performing this service for multiple years.	
Reference 3	
Vendor Name: Pacxa	Vendor Contact/Name: Scott Watanabe
Project Dates: February 2013 – December 2016	Vendor Contact Phone: (808) 349-2114
Customer Organization: State of Hawaii, Department of Human Services	Customer Contact Name: Ryan Shimamura
	Customer Phone: (808) 561-1253
Why Referenced? Reference shows Pacxa's performance for outsourced Infrastructure Maintenance and Operations. Pacxa has been performing this service since project inception.	

5.3 – Offeror Background and Experience

This section shall include for the Offeror and each subcontractor (if any) the background of the Offeror (and each subcontractor), its size and resources, details of corporate experience relevant to the products and services requested in this RFP, and a list of current or recently related projects.

5.3.1 Description of Projects

Include a description of projects previously performed by the Offeror that are relevant to this Payroll Solution and demonstrate the Offeror's qualifications and experience including customer name, a brief description of the project, time period of the project, and the computer environment used. Projects provided in this section are not limited to the projects previously provided in "Section 5.2, Offeror References."

CherryRoad has included project below and show the breadth and depth of our PeopleSoft experience. The projects listed below are recent projects. There are additional projects in the private sector and before 2010.

CherryRoad's Recent ERP Projects – Public Sector

Client Name	Size	Recent Projects	Modules
Albuquerque, City of, NM	5,800 users; 5,800 employees	**Upgrade Financials to 9.2:** October 2013 – May 2014 **Upgrade HCM to 9.2:** October 2013 – May 2014 **Remediate Financials:** June 2012 – August 2013 **Remediate GL:** June 2012 – August 2013 **Remediation Pilot (Payroll, Time and Labor):** June 2012 – August 2013	**HCM:** HR, Base Benefits, Benefits Administration, Payroll, Time & Labor **Financials:** General Ledger, Projects, Grants, Accounts Payable, Asset Management, Accounts Receivable, Billing, Contracts, Purchasing, Inventory
Aspen, City of, CO	550 users; 700 employees	**Phase I Financials, Procurement, and Projects SaaS Modules:** October 2015 – July 2016 (Projected) **Phase II HCM, Payroll, and Planning and Budgeting:** April 2016 – October 2016 (Projected)	• **Software** – Oracle Cloud/SaaS Applications, version 10 o **Financials Cloud** – General Ledger, Accounts Payable , Accounts Receivable, Assets, Cash Management, Expenses o **Projects Cloud** o **HCM Cloud** – HR, Self-Service HR, Payroll, Benefits, Compensation o **Taleo Cloud** – Recruiting, Onboarding o **Planning and Budgeting Cloud**
Cambridge, City of, MA		**Upgrade Financials 9.0 to 9.2** May 2015 – March 2016 **Upgrade HCM 9.0 to 9.2:** May 2015 - March 2016	**Financials:** General Ledger, Accounts Payable, Purchasing, Asset Management, Project Costing **HCM:** Human Resources, Benefits, Payroll

Client Name	Size	Recent Projects	Modules
Contra Costa County, CA	400 users; 10,000 employees	**Upgrade HCM 8.8 to 9.2:** June 2015 – August 2016	**Financials:** General Ledger, Accounts Payable, Purchasing, Asset Management, Project Costing **HCM:** Human Resources, Benefits, Payroll
Connecticut, State of	56,000 users; 56,000 employees	**Upgrade EPM 8.9 to 9.1:** March 2012 – March 2013 **Upgrade Financials 8.9 to 9.1:** November 2011 – March 2013 **Convert Retirement Payroll System:** November 2011 – July 2013 **Upgrade HCM 8.9 to 9.1:** November 2011 – November 2012	**HCM Core:** Human Resources, Payroll for North America, Benefits Administration, Time & Labor, ePay, Enterprise Learning **HCM Extended:** OBIEE, HCM Analytics, EPM **Financials Core:** General Ledger, Accounts Receivable, Commitment Control, Accounts Payable, Asset Management, Project Costing, Customer Contracts, Billing, Purchasing, Inventory, eProcurement, Supplier Portal, Vendor Self-Service **Financial Extended:** OBIEE, Financial Analytics, EPM
Delaware, State of	3,000 users; 30,554 employees	**Upgrade HCM 8.8 to 8.9:** September 2006 – December 2009 (Earlier project completed in 2009)	**HCM:** Human Resources, Benefits Administration, Time & Labor, Payroll, ePay, eBenefits **Financials:** Accounts Payable, Commitment Accounting, Accounts Receivable, Asset Management, Billing, Cash Management, Contracts, Expenses, General Ledger, Grants Management, Project Costing, Purchasing, eProcurement, Commitment Control **Portal:** Enterprise Portal Packs
Delaware, State of, Office of Pensions	20 users; 45,000 employees; 15,000 retirees	**Upgrade HCM 9.0 to 9.2**: June 2014 – March 2015 **Application Support Services:** March 2010 – Present **Upgrade HCM 8.8 to 9.0:** September 2008 – February 2010 (Earlier projects completed in 2004, 2003, 2001, and 1999)	**HCM:** HR, Payroll, Benefits Administration, Pension Administration, ePay, eBenefits

Client Name	Size	Recent Projects	Modules
El Paso, City of, TX	6,000 users; 6,000 employees	**Implement EPM 9.1:** August 2012 – March 2013 **Implement UPK 3.5:** August 2011 – March 2013 **Re-Implement Financials 9.1:** August 2011 – September 2012 **Re-Implement HCM 9.1:** August 2011 – May 2012	**HCM:** Payroll, Human Resources, Benefits Administration/eBenefits, Absence Management, eProfile, ePay, NeoGov Integration (Talent Acquisition/HR/Position Management), Pension Administration, eDevelopment, eCompensation, ePerformance (only discovery phase), User Productivity Kit (UPK) **Financials:** General Ledger, Accounts Payable, Purchasing, eProcurement, Accounts Receivable, Billing, Project Costing, Grants Management (assessment to determine projected implementation of module), Asset Management, Expenses, Contracts (only discovery), Inventory (only discovery), Cash Management, Deal Management (only discovery), Risk Management (only discovery), Flow Production (only discovery), eProduct Management (only discovery), User Productivity Kit (UPK) **Budgeting:** Planning & Budgeting, Activity Based Management (only Discovery), User Productivity Kit (UPK)
FI$Cal (Financial Information System for California)	156 Agencies throughout the State	**Conversion and Interfaces to Implement Financials 9.1:** September 2013 – June 2018 (projected)	**Financials:** General Ledger, Accounts Payable, Purchasing, eProcurement, Strategic Sourcing, eSupplier Connection, Supplier Contract Management, Supplier Rating System, Accounts Receivable, Billing, Project Costing, Grants Management, Contracts, and Asset Management, Expenses **Budgeting & Treasury:** Hyperion Financial Management Plus, Oracle Hyperion Public Sector Planning and Budgeting, Hyperion Planning Plus, Hyperion Financial Data Quality Management Adapter Suite, and Hyperion Financial Data Quality Management **Financial Analytics:** Financial Analytics Fusion Edition, Project Analytics Fusion Edition, and Procurement Analytics Fusion Edition
Georgia, State of	2,160 Purchasing users (70 agencies; 550 buyers; 9,600 vendors)	**CAFR Improvements and Program-Based Budgeting:** March 2009 – July 2010 (Earlier project completed in 2009)	**Supplier Relationship Management:** eProcurement, Supplier Contract Management, eSupplier Connection, Strategic Sourcing

Client Name	Size	Recent Projects	Modules
Georgia State Financing and Investment Commission	70 users: 120; 120 employees	**Upgrade Financials 9.0 – 9.2:** November 2014 – May 2015 **Upgrade PeopleTools 8.49 to 8.54:** November 2014 – May 2015 **Upgrade Database SQL 2005 to 2012**: November 2008 – May 2015 **Upgrade Financials 8.8 to 9.0:** November 2008 – July 2009 (Earlier projects completed in 2006, 2005, 2002, and 1999)	**Financials:** Accounts Payable, General Ledger, Commitment Control
Glendale, City of, AZ	50 users; 1,000 employees	**Upgrade HCM 8.9 to 9.2:** October 2013 – June 2014 (Earlier project completed in 2006)	**HCM:** HR, Payroll, Benefits Administration, Time & Labor **Financials:** General Ledger, Accounts Payable, Purchasing
Glendale, City of, CA	55,000 users; 55,000 employees	**Implement Portal 9.1:** January 2012 – June 2012	**Portal**
Hennepin County, MN	5,000 users; 8,800 employees	**Implement Financials 9.0:** February 2009 – January 2011 **Implement HCM 9.0 (Phase 2):** November 2009 – July 2010 **Implement HCM 9.0 (Phase 1):** October 2008 – October 2009 (Earlier project completed in 2008)	**HCM Core:** Payroll, Time & Labor, Human Resources, Benefits Administration, eBenefits, Benefits Billing, COBRA, Absence Management, eProfile, ePay, Analysis of NEOGOV/PS Integration (Talent Acquisition, HR, Position Management) **HCM Extended:** ePerformance, eDevelopment, Enterprise Learning Management, Integration to NEOGOV (Talent Acquisition, HR, Position Management), eProfile (w/ Manager Desktop), eCompensation (w/ Manager Desktop), Benefits Administration, Payroll **Financials Core:** General Ledger, Accounts Payable, Purchasing, eProcurement, Strategic Sourcing, eSupplier Connection, Supplier Contract Management, Supplier Rating System, Accounts Receivable, Billing, Project Costing, Grants Management, Contracts, Asset Management, Expenses, Activity Based Management, Program Management **Budgeting & Treasury:** Planning & Budgeting, Treasury (Cash & Deal Management)
Indiana, State of, Public Retirement System (INPRS)	100 users; 500,000 members	**Implement Pension 9.1:** January 2012 – December 2013	**HCM:** Pension

Client Name	Size	Recent Projects	Modules
Massachusetts Port Authority (Massport)	332 users; 1,259 employees	**Implement Hyperion Budgeting:** October 2011 – October 2012 **Upgrade Financials 8.8 to 9.1 and Implement Project Costing:** October 2011 – July 2012	**Financials:** General Ledger, Accounts Payable, Purchasing, eProcurement, Accounts Receivable, Billing, Project Costing, Asset Management **Budgeting:** Hyperion Budgeting **UPK**
Metro-North Railroad (MNR)	800 users; 6,100 employees	**Shared Service Initiative (Phase 2):** January 2011 – July 2012 **Shared Service Initiative (Phase 1):** January 2010 – January 2011 (Earlier projects completed in 2008, 2005, and 2004)	**HCM:** HR, Benefits Administration, Payroll, Time & Labor, Recruit Workforce, eRecruit **Financials:** General Ledger, Payables, Purchasing, Inventory, Project Costing **EPM:** Budgeting, Business Planning **Portal:** Enterprise Portal, Supplier Portal **Supplier Relationship Management:** eProcurement, eSupplier Connection, Strategic Sourcing
Minneapolis, City of, MN	4,000 users; 5,636 employees	**Resource Evaluation and Training:** February 2009 – April 2010 (Earlier project completed in 2009)	**HCM:** HR, Payroll, Benefits, Time & Labor **Financials:** General Ledger, Payables, Purchasing, Receivables, Asset Management, Inventory
Minneapolis Public Housing Authority	50 users; 300 employees	3-year contract effective January 2013 **EBS Upgrade:** April 2014 – August 2014 **Database Upgrade:** April 2014 – August 2014	**Oracle E-Business:** General Ledger, Accounts Payable, Accounts Receivable, Projects, Grants, Purchasing, iProcurement, Contracts, User Productivity Kit
Montana, State of		**Various Projects:** July 2014 – December 2014	
Napa County, CA	20 users; 3,500 employees	**HCM 9.1 Health Check:** January 2012 – March 2012 (Earlier projects completed in 2007, 2004, 2003, 2002, and 2001)	**HCM:** HR, Payroll, Benefits Administration **Financials:** Asset Management, Accounts Payable, Accounts Receivable, General Ledger, Inventory, Purchasing, Projects
New Jersey Turnpike Authority	700 users; 3,500 employees	**Upgrade HCM 9.0 to 9.2:** June 2014 –February 2015 **Managed Services:** January 2012 – Present **Upgrade Financials 8.8 to 9.1:** March 2011 – November 2011 **Upgrade HCM 8.8 to 9.0:** October 2009 – June 2010 **Platform Migration:** November 2009 – May 2010 (Earlier projects completed in 2009 and 2005)	**HCM:** HR, Payroll, Benefits, Time & Labor **Financials:** General Ledger, Payables, Purchasing, Receivables, Asset Management, Inventory, Treasury **Supplier Relationship Management:** eProcurement, Strategic Sourcing

Client Name	Size	Recent Projects	Modules
North Dakota, State of	2,800 users; 10,000 employees	**Implement Recruiting Solutions 9.2:** August 2013 – February 2014 **Implement Talent Management 9.1:** August 2011 – June 2012 **Implement ELM 9.0:** August 2009 – January 2010 (Earlier projects completed in 2006)	**HCM:** Base Benefits, Benefits Administration, Flexible Spending Accounts, Human Resources, Payroll, Time & Labor, Recruit Workforce, Training Administration, ePay, eProfile, eBenefits, Enterprise Learning Management **Financials:** Accounts Receivable, Asset Management, Billing, Budget Planning, Strategic Sourcing, General Ledger, Grants Management, Inventory, Payables, Projects, Purchasing, Contracts
Pasadena, City of, CA	300 users; 1,900 employees	**Upgrade PeopleTools:** March 2011 – June 2011	**Financials:** Asset Management, Accounts Payable, Accounts Receivable, Billing, Budgeting, General Ledger, Inventory, Projects, Purchasing
Pennsylvania, Commonwealth of, Treasury Department	320 users; 400 employees	**Implement Financials 9.1 and Oracle Governance Risk and Compliance:** April 2012 – July 2015	**Financials**: General Ledger, Commitment Control, Accounts Payable, Cash Management, Deal Management, Debt Management, Oracle Governance Risk and Compliance
Placer County, CA	2,800 users; 2,800 employees	**Enhance HCM 9.1:** November 2013 – November 2018 (projected)	**HCM:** HR, Base Benefits, Benefits Administration, Time and Labor, eDevelopment, Payroll for North America

Client Name	Size	Recent Projects	Modules
Raleigh, City of, NC	500 users; 4,000 employees; 120,000 Utilities customers	**Implement Extended Modules:** April 2010 – September 2010 **Implement Financials 9.0 (Phase 2):** September 2009 – March 2010 **Implement HCM 9.0 (Phase 2):** September 2009 – March 2010 (Earlier projects completed in 2009)	**HCM:** HR, Absence Management, Payroll, Time & Labor, Benefits Administration, eBenefits, Candidate Gateway, Talent Acquisition Manager, ePay, eProfile, ePerformance, eDevelopment, Enterprise Learning Management **Financials:** General Ledger, Purchasing, eProcurement, Strategic Sourcing, eSupplier Connection, Supplier Contract Management, Workflow Approvals, Accounts Payable, Expenses, Activity Based Management, Project Costing, Contracts, Grants, Cashiering, Cash Management, Deal Management, Asset Management, Maintenance Management, Accounts Receivable, Billing, Budgeting and Business Planning, Inventory **Oracle Utilities:** Customer Care and Billing, Work and Asset Management, Mobile Workforce Management
Ramsey County, MN	4,400 users; 4,400 employees	**Upgrade Financials 7.5 to 9.1 and Implement eProcurement:** April 2010 – March 2011	**Financials:** General Ledger, Accounts Payable, eProcurement, Asset Management, Accounts Receivable, Billing, Commitment Control; integration to document imaging (LaserFiche)
Riverside, County of, CA	2,300 users; 15,500 employees	**Upgrade Financials 8.8 to 9.1:** April 2013 – February 2014 **System Production Support 9.0:** January 2011 – Present **Upgrade HCM 8.3 to 9.0:** August 2008 – June 2010 (Earlier projects completed in 2007 and 2006)	**HCM:** HR, Base Benefits, Benefits Administration, Payroll, Time & Labor, Payroll Interface, Talent Acquisition **Financials:** General Ledger, Projects, Grants, Accounts Payable, Asset Management, Accounts Receivable, Billing, Contracts, Purchasing, Inventory
Rockland County, NY	500 users; 2,500 employees	**Upgrade FSCM 8.8 to 9.2:** June 2014 – February 2015 **Upgrade HCM 9.0 to 9.2:** May 2014 –February 2015 (Earlier project completed in 2006 and 2005)	**HCM:** HR, Benefits Administration, Payroll, Time & Labor, ePay, eBenefits **Financials:** Asset Management, General Ledger, Payables, Purchasing **Supplier Relationship Management:** eProcurement, Strategic Sourcing

Client Name	Size	Recent Projects	Modules
Salt Lake County, UT	5,000 users; 5,000 employees	**Implement Hyperion Budgeting 11gR1:** October 2013 – April 2018 (projected) **Implement HCM (Extended) 9.2:** February 2014 – May 2014 **Implement HCM (Core) 9.2:** April 2013 – January 2014 **Implement Financials 9.2:** April 2013 – January 2014 **Project Planning:** December 2012 – March 2013	**Financials:** General Ledger, Accounts Payable, Asset Management, Purchasing, Strategic Sourcing, Supplier Contracts Management, Accounts Receivable, Billing, Projects, Grants, and Contracts **HCM:** Human Resources, Base Benefits, Payroll, Absence Management and Time/Labor, Recruiting, Extended HR, and Benefits Administration **Budgeting:** Oracle Hyperion
San Diego County Water Authority, CA	398 users and employees	**Upgrade Financials 8.8, HCM 8.9, and Enterprise Portal 8.9 to 9.1:** March 2010 – January 2011	**HCM:** Human Resources, Benefits Administration, Payroll, Time and Labor, eBenefits, eCompensation, eDevelopment, ePay, eProfile **Financials:** General Ledger, Accounts Payable, Project Costing, Purchasing, Billing, Accounts Receivable, Asset Management, Contracts, Grants
San Francisco, City and County, of, CA	16 users; 30,000 employees	**Implement Enterprise Learning Management 9.1:** August 2013 – November 2013 **Upgrade HCM 9.0 to 9.2:** May 2015 – April 2016	**Enterprise Learning Management** **HCM:** Human Resources, Benefits Administration, Payroll, Time and Labor, Absence Management
San Joaquin County, CA	6,500 users; 6,500 employees	**Upgrade HCM 8.9 to 9.1:** October 2013 – April 2014	**HCM Core:** Payroll, Time & Labor, Human Resources, Benefits Administration, eBenefits, ePay
City of San Jose, CA	300 users; 9,000 employees	**Upgrade HCM 8.9 to 9.2:** July 2015 – present **Implement Taleo:** July 2015 – present **Implement Absence Management:** July 2015 – present **Implement Hyperion:** July 2015 – present **On-board Hosting:** July 2015 – present	**Upgrade HCM 9.2, Additional Module Implementation, and Hosting:** July 2015 – September 2016 **Upgrade HCM 7 to 8.0:** June 2001 – April 2002
Seattle, City of, WA	700 users; 10,100 employees	**Reimplement Financials 8.8 to 9.2 :** July 2015 – July 2018 (Earlier project completed in 2006)	**Financials:** General Ledger, Accounts Payable, Purchasing, Project Costing, Asset Management, Accounts Receivable, Billing, Labor Distribution (home-grown)

Client Name	Size	Recent Projects	Modules
Seattle, Port of, WA	350 users; 1,700 employees	**Upgrade Financials 8.4 to 9.1:** July 2012 – October 2013 (Earlier projects completed in 2004, 2001, and 1999)	**HCM:** HR, Payroll, Benefits Administration, Applicant Tracking, Time and Labor **Financials:** General Ledger, Budgeting, Purchasing, Accounts Payable, Project Costing, Accounts Receivable, Billing, Asset Management
Solano County, CA	300 users; 3,000 employees	**Upgrade HCM 8.8 to 9.2:** September 2012 – September 2015 (Earlier projects completed in 2006 and 2005)	**HCM:** Time & Labor, eRecruit
South Carolina Ports Authority	40 users; 494 employees	**Phase I** • **HCM Upgrade Application 9.0 to 9.2**: October 2014 – May 2015 • **PeopleTools: 8.49 to 8.54**: October 2014 – May 2015 **Phase II** **Financials Upgrade 9.0 to 9.2**: Feb 2016 – Sept 2016 (projected)	**HCM** : HR, Benefits Administration, Time and Labor and Payroll of North America **Financials**: General Ledger, Asset Management, Project Costing, Accounts Payable, Purchasing, Accounts Receivable, Billing
Tennessee, State of	6,700 users; 53,000 Time Entry/Employee Self-Service; 205,000 Vendor Self-Service; 250,000 Insurance Claimant Self-Service	**Implement Financials 8.9:** July 2006 – September 2009 (Earlier project completed in 2008)	**HCM:** Human Resources, Payroll for North America, Benefits Administration (including flexible benefits savings account functions), Time & Labor, eCompensation, eCompensation Manager Desktop, eProfile, eProfile Manager Desktop, eDevelopment, eBenefits, ePay, Directory Interface, ePerformance, Absence Management, Workforce Rewards, Enterprise Learning Management, HCM Warehouse, EPM Data Warehouse **Financials:** General Ledger, Receivables, Payables, Asset Management, Cash Management, eSettlements, Project Costing, Contracts, Grants, Resource Management, Program Management, Activity Based Management, Billing, Purchasing, Inventory, eSupplier Connection, eBill Payment, eProcurement, Services Procurement, Strategic Sourcing, Supplier Contract Management, Catalog Management, Supplier Rating System **Portal:** HCM Portal Pack, Financials Portal Pack, ESA Portal Pack, Enterprise Portal, Supply Chain Portal Pack **UPK 2.5**

Client Name	Size	Recent Projects	Modules
Vermont, State of	9,000 users; 10,000 employees	**Upgrade HCM 8.8 to 9.1 and Implement Time & Labor and Expenses:** May 2011 – April 2013 (Earlier projects completed in 2006 and 2002)	**HCM:** Time and Labor **Financials:** General Ledger, Accounts Payable, Inventory, Purchasing, Billing, Accounts Receivable, Asset Management

CherryRoad's Recent ERP Projects – K-12 and Other Education

Client Name	Size	Recent Projects	Modules
College of Lake County, IL	2,500 employees; 1,400 users; 13,000 students	**Implement Time & Labor and Absence Management 9.1:** July 2013 – April 2014	**HCM**: HR, Benefits Administration, Time & Labor, Absence Management, Payroll **Financials** **Campus Solutions (Student Admin)**
Jeffco Public Schools, CO	600 users; 12,000 employees; 86,000 students; 155 schools	**Implement PeopleSoft Inventory and Asset Management 9.0:** February 2011 – August 2011 (Earlier projects completed in 2005, 2002, 1999, and 1997)	**HCM:** HR, Benefits Administration, Time and Labor **Financials:** Inventory, Asset Lifecycle Management, Asset Management, Accounts Payable, General Ledger, Purchasing, Projects
Lone Star College System, TX	2101 users; 2101 employees; 85,000 students; 5 colleges	**Production Assistance for HCM and Financials 9.1:** June 2011 – August 2011 **Application Support (HCM 9.1, Financials 9.1 and Campus Solutions – Student Admin 9.1):** June 2011 – August 2011	**HCM:** Payroll, Time and Labor, Human Resources, Benefits Administration, eBenefits, Absence Management, eProfile, ePay, ePerformance, eDevelopment, Enterprise Learning Management, eProfile (with Manager Desktop), eCompensation (with Manager Desktop), Benefits Administration, Payroll, Talent Acquisition Manager **Financials:** General Ledger, Accounts Payable, Purchasing, eProcurement, Strategic Sourcing, eSupplier Connection, Supplier Contract Management, Supplier Rating System, Accounts Receivable, Billing, Project Costing, Grants Management, Contracts, Asset Management, Expenses, Activity Based Management, Program Management **Campus Solutions (Student Admin):** Academic Advising, Campus Community, Admissions, Student Financials, Financial Aid, Student Records, Recruiting

Client Name	Size	Recent Projects	Modules
Kern High School District, CA	4,000 users; 4,000 employees	**Year End Support:** January 2015 – February 2015 **Audit / Heath Check & Additional Support:** February 2015 – June 2015 **9.2 Financials and HCM Remediation**: July 2015 – present	**HCM Core:** Payroll, Time & Labor, Human Resources, Benefits Administration, eBenefits, Absence Management, eProfile, ePay, ePerformance, eDevelopment, Enterprise Learning Management, eProfile (w/ Manager Desktop), eCompensation (w/ Manager Desktop), Benefits Administration **Financials Core:** General Ledger, Accounts Payable, Purchasing, eProcurement, Strategic Sourcing, eSupplier Connection, Supplier Contract Management, Supplier Rating System, Accounts Receivable, Billing, Project Costing, Grants Management, Contracts, Asset Management, Expenses, Activity Based Management, Program Management **Budgeting & Treasury:** Planning & Budgeting, Treasury (Cash & Deal Management)
Newark Public Schools, NJ	40 users; 11,000 employees; 42,000 students; 82 sites	**Upgrade HCM 9.0 to 9.2:** March 2014 – October 2014 **Upgrade Financials 8.9 to 9.1:** September 2010 – March 2011 (Earlier projects completed in 2009, 2006, 2004, 2002, 2001, 2000, and 1999)	**HCM:** HR, Payroll, Base Benefits **Financials:** Asset Management, Accounts Payable, Accounts Receivable, General Ledger, Inventory, Purchasing, eProcurement
Milton Hershey School, PA	2000 Employees	**Implement HCM 9.2:** April 2015 – March 2016 **Implement Financials 9.2:** August 2016 – August 2017	**HCM:** Human Resources, Position Management, Commitment Accounting, Benefits Administration, Absence Management, North American Payroll Taleo Recruiting (Go Live 2/1/16) Performance Management (Go Live 2/15/16) **Financials:** Contracts, eProcurement, Expenses, Accounts Payable, Accounts Receivable, Asset Management, Billing, General Ledger, Grants, Inventory, Project Costing, Purchasing, and Interaction Hub

Client Name	Size	Recent Projects	Modules
San Diego County Office of Education, CA	72,000 users; 72,000 employees	**Hosting and Support:** March 2013 – February 2018 **Implement HCM 9.2 (Phase 2):** July 2015 – August 2016 **Implement Financials 9.2 (Phase 2):** July 2015 – August 2016 **Implement HCM 9.2 (Phase 1):** February 2013 – February 2016 **Implement Financials 9.2 (Phase 1):** February 2013 – November 2015 **Implement Oracle Business Intelligence 11.1.1.7 (Phase 1):** April 2014 – October 2015 **Implement Hyperion 11.1.2.3 (Phase 1):** January 2014 – February 2015	**Financials:** Contracts, eProcurement, Expenses, Accounts Payable, Accounts Receivable, Asset Management, Billing, General Ledger, Grants, Inventory, Project Costing, Purchasing, and Interaction Hub **HCM:** Benefits Administration, eCompensation, HCM Portal Pack, Human Resources, eBenefits, eProfile, Enterprise Payroll, Absence Management, ePay, Recruiting, Time and Labor, and Interaction Hub **Enterprise Content Management (ECM):** Human Resources and Financials **Hyperion:** Hyperion Financial Data Quality Management, Hyperion Financial Data Quality Management Adapter Suite, Hyperion Planning Plus, Oracle Hyperion Public Sector Planning and Budgeting **Oracle Business Intelligence:** Financial Analytics Fusion Edition, Human Resources Analytics Fusion Edition, Procurement and Spend Analytics Fusion Edition, Oracle Business Intelligence Foundation Suite, Informatica PowerCenter and PowerConnect Adapters **Other Components:** User Productivity Kit, and MicroFocus COBOL

CherryRoad's Recent ERP Projects – Non-Profit

Client Name	Size	Recent Projects	Modules
Atlantic Health	50 users; 10,200 employees	**Upgrade HCM 8.9 to 9.1:** February 2012 – October 2012 (Earlier projects completed in 2007, 2003, and 1999)	**HCM:** HR, Base Benefits, Payroll
Best Western International	25 users; 1,300 employees	**Upgrade Financials to 9.1:** June 2011 – August 2011 and December 2011 – March 2012 (Earlier projects completed in 2004 and 2003)	**HCM:** HR, Benefits Administration, eBenefits, Payroll, and Payroll Interface **Financials:** Billing, Accounts Receivable, General Ledger, Accounts Payable, Purchasing, Inventory, Order Management, Expenses and Supply Planning
Board of Pensions of the Presbyterian Church (U.S.A.)	200 users; 200 employees; 65,000 members; 8,000 churches with over 40,000 external employees	**Upgrade HCM 8.8 to 9.1:** March 2011 – October 2011 (Earlier project completed in 2004)	**HCM:** Pension, HR, Benefits Administration

Client Name	Size	Recent Projects	Modules
Bronson Healthcare Group	100 users; 5,000 employees	**Upgrade HCM 8.9 to 9.1:** September 2010 – June 2011 (Earlier project completed in 2006)	**HCM:** HR, Benefits Administration, eBenefits, Payroll
Catholic Healthcare Partners	50 users; 36,500 employees	**Implement Talent Management and ePerformance 9.1:** February, 2012 – January 2013 **Migrate Legacy PeopleSoft:** January 2012 – December 2012 **Implement HCM 9.1 (Div. 3):** July 2011 – December 2011 **Upgrade HCM 8.9 to 9.1:** January 2011 – June 2011 **Consolidate to HCM 8.9 (Div. 2):** July 2010 – December 2010 **Consolidate to HCM 8.9 (Div. 1):** October 2009 – June 2010	**HCM:** Benefits Administration, eBenefits, NA Payroll, ePay, eRecruit, eProfile
Delta Dental Plans Association	10 users; 2,500 employees	**Upgrade Financials 8.8 to 9.1:** March 2010 – October 2010	**Financials:** General Ledger, Accounts Payable, Purchasing, Accounts Receivable, Billing
Fletcher Allen Health Care	100 users; 6,000 employees	**Upgrade HCM 8.8 to 9.1:** June 2010 – August 2011	**HCM:** HR, NA Payroll, Benefits Administration, eBenefits, ePay, eProfile, eProfile Manager Desktop, eRecruit Manager Desktop
Memorial Sloan-Kettering Cancer Center	250 users; 10,000 employees	**Upgrade HCM 8.8 to 9.0:** October 2009 – January 2010	**HCM:** HR, Benefits, Payroll, Time & Labor, Recruiting
New York Public Library	30 users; 3,000 employees	**Configure Payroll & Process Improvement:** May 2010 – September 2010 **HCM/Payroll 8.8 & Financial Integration HealthCheck:** May 2010 – June 2010 (Earlier project completed in 2008)	**HCM:** HR, Base Benefits, Payroll, ADP eTime **Financials:** General Ledger, Accounts Payable, Purchasing, Asset Management
Temple University Health System	300 users; 6,500 employees	**Upgrade HCM 8.9 to 9.1:** July 2010 – September 2011 (Earlier project completed in 2009)	**HCM:** HR with Absence Management, Payroll, Benefits Administration, Talent Acquisition Manager/Candidate Gateway
Visiting Nurse Service of New York	250 users; 12,660 employees	**Upgrade HCM 8.8 to 9.1:** February 2010 – August 2010 **ESS Fit/Gap Analysis:** August 2009 – November 2009 (Earlier projects completed in 2005, 2002, and 2001)	**HCM:** HR, NA Payroll, Benefits Administration, eBenefits, ePay, eProfile, eProfile Manager Desktop, eRecruit Manager Desktop, eCompensation Manager Desktop, Candidate Gateway

5.3.2 Certification of No Conflict of Interest

Hawaii law forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Offeror shall answer and/or provide the following:

- *Do any possible conflicts of interest in the sale of items to the State by any of the Offeror's officers or employees exist? (A yes or no answer is required.)*
- *If the possibility of a conflict does exist, provide a list of those conflicts and the nature of the perceived conflicts on a separate page. The Offeror may be precluded from consideration of award where a conflict of interest exists.*

No.

5.3.2 Certification of No Conflict of Interest

Hawaii law forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Offeror shall answer and/or provide the following:

- *In addition, the Offeror selected will be required to sign a "Contractor's Standards of Conduct Declaration" in connection with the execution of any contract.*

CherryRoad agrees to the sign a "Contractor's Standards of Conduct Declaration" in connection with the execution of any contract, should we be selected and subject to CherryRoad's review and agreement of the terms.

5.3.3 Pending Legal Actions

- *Are there or have there been within the last 15 years any lawsuits or other legal proceedings against the Offeror that pertain to the software, hardware, or other materials and/or services which are a part of the Offer? (A yes or no answer is required.)*
  - *If so, provide a copy of the complaint and any judgment stating with specificity the background, circumstances, and outcome.*

There are not nor have there been within the last 15 years any lawsuits or other legal proceedings against the CherryRoad that pertain to the software, hardware, or other materials and/or services which are a part of the Offer.

5.3.3 Pending Legal Actions

- *Has the Offeror initiated any actions or protests relating to any government or education organization contract award or bid?*
  - *If so, provide a copy of the complaint or protest and any judgment stating with specificity the background, circumstances, and outcome.*

CherryRoad filed a protest with the State of Maryland pursuant to their selection of an HCM solution. We believed our proposal had been unfairly disqualified. The protest was denied and we chose not to appeal.

5.4 – Project Organization and Staffing

5.4.1 Project Organization Chart

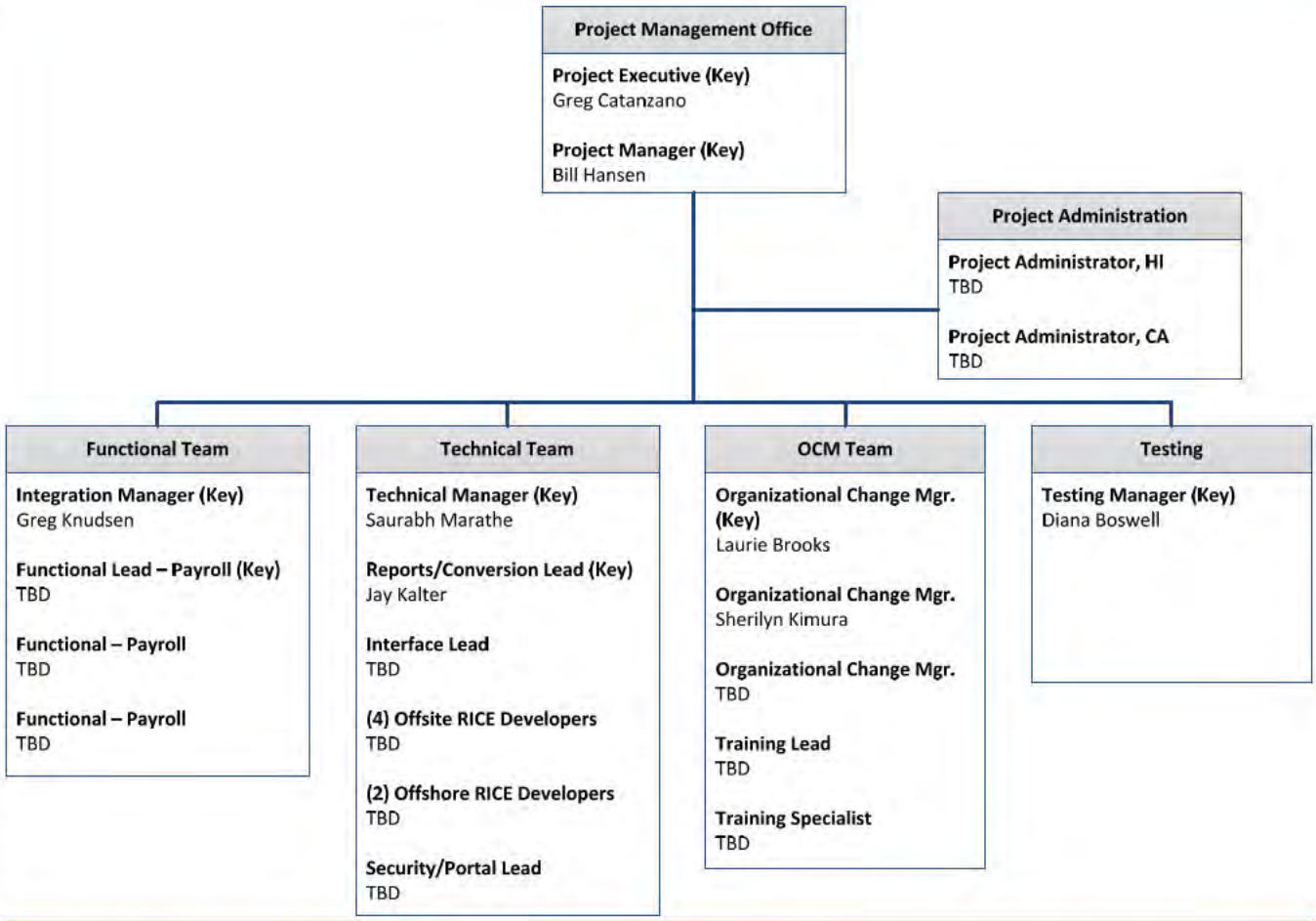
Include a project organization chart showing the chain of authority and responsibility of the Offeror's personnel. All key personnel to be assigned to the Implementation Services requirements are to appear on the organization chart. The names, work locations, and total number of personnel and percentage of time in each work location shall be included.

Provide a proposed approach to addressing Organization and Staffing for an EPS as described in Appendix K, Proposed Project Organization and Staffing.

CherryRoad Response

Payroll Phase – Project Organization Chart

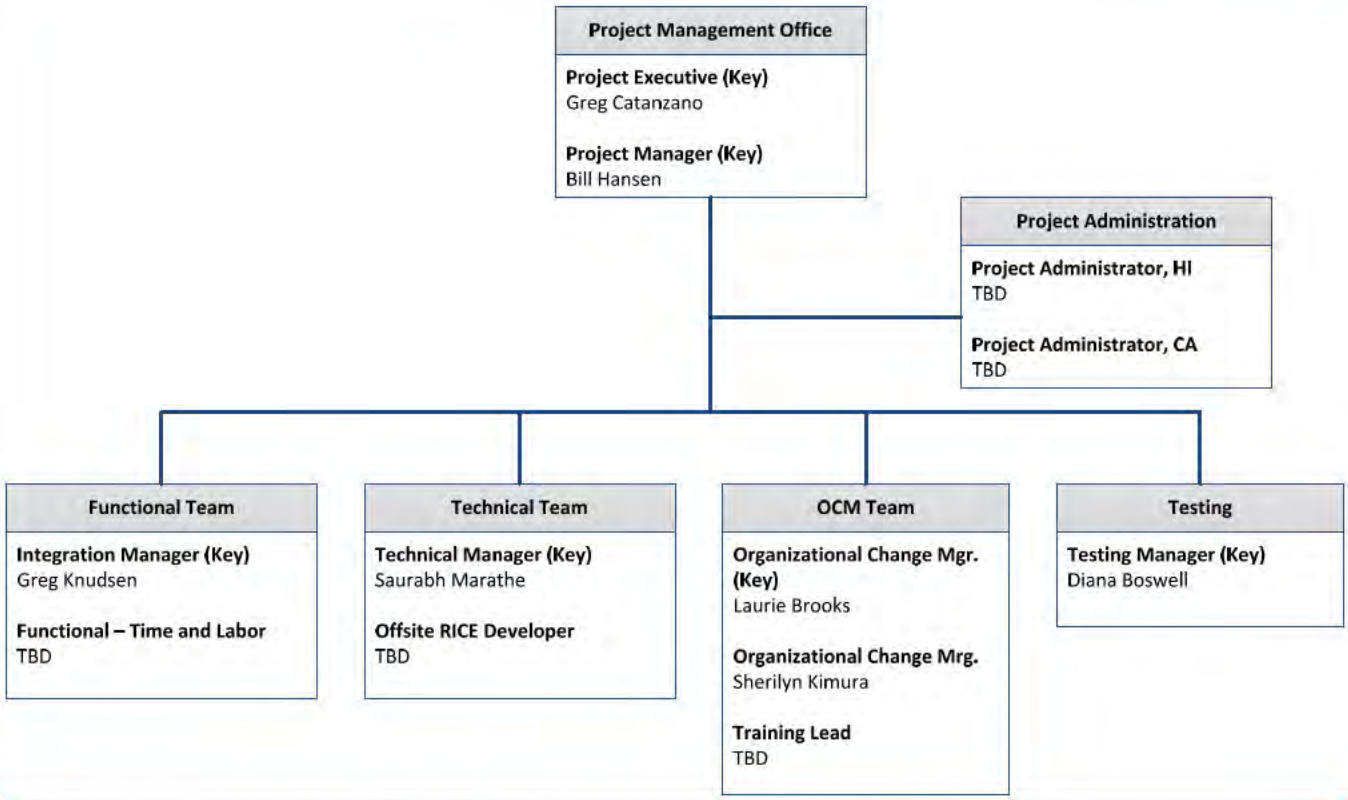
The following organization chart depicts the proposed CherryRoad project staff and the corresponding reporting responsibilities for the Payroll Phase of the project.



CherryRoad team members will split time between working onsite at our project team location in Honolulu, HI, the CherryRoad California office in Sacramento, CA, and remotely. For each CherryRoad team member the work locations and percentage of time in each location are defined in section 5.4.2.

Time and Attendance Phase – Project Organization Chart

The following organization chart depicts the proposed CherryRoad project staff and the corresponding reporting responsibilities for the Time and Attendance Phase of the project.



CherryRoad team members will split time between working onsite at our project team location in Honolulu, HI, the CherryRoad California office in Sacramento, CA, and remotely. For each CherryRoad team member the work locations and percentage of time in each location are defined in section 5.4.2.

g Plan Description

mation of personnel indicating their titles, major areas of responsibility, and location during Implementation and Ongoing e of onsite time. Provide a staffing plan including number of hours per staff member per month. Include assumptions mber and level of staff for each major task in the work plan.

herryRoad Staffing Plan

des the estimated number of hours per month per CherryRoad project team member for the Payroll Phase of

			1. Analysis				2. Design and Build				3. Test			4. Deployment					5. Support		
Resource	Key	Hours	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18
eg Catanzano	Yes	608	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32
Hansen	Yes	3192	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
eg Knudsen	Yes	3192	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
nee Passarello	Yes	3024		168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
D	No	3024		168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
D	No	2520		168	168	168	168	168	168	168	168	168	168	168	168	168	168	168			
urabh Marathe	Yes	3192	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
Kalter	Yes	3024		168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
D	No	3024		168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
D	No	2520	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168				
D	No	2352		168	168	168	168	168	168	168	168	168	168	168	168	168	168				
D	No	2520					168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
D	No	2352						168	168	168	168	168	168	168	168	168	168	168	168	168	168
D	No	2184					168	168	168	168	168	168	168	168	168	168	168	168	168		
D	No	1848						168	168	168	168	168	168	168	168	168	168	168			
D	No	2352				168	168	168	168	168	168	168	168	168	168	168	168	168	168		
uri Brooks	Yes	1512	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	
erilyn Kimura	No	1512	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	
D	No	2856		168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	
D	No	2352					168	168	168	168	168	168	168	168	168	168	168	168	168	168	
D	No	1008											168	168	168	168	168	168			
na Boswell	Yes	798				42	42	42	84	84	84	84	84	84	42	42	42	42			
D	No	3192	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
D	No	1596	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84
		55,754.00	**1124**	**2300.00**	**2300**	**2510**	**3014**	**3350**	**3392**	**3392**	**3392**	**3392**	**3560**	**3560**	**3518**	**3518**	**3518**	**3182**	**2636**	**2300**	**1796**

The table below lists the CherryRoad team members, work locations, and percentage of time in each work location.

Position	Name	FTE	HI	CA	Remote	Comment
~~Engagement Manager~~Project Executive	Greg Catanzano	0.2	50%	25%	25%	The CherryRoad ~~Engagement Manager~~Project Executive will be 20% dedicated to the Payroll Phase. The position will split its time between the Hawaii project office, CherryRoad California office, and remote participation.
Project Manager	~~Dan Berta~~ Bill Hansen	1.0	100~~88~~%	0%	0~~12~~%	The CherryRoad Project Manager will be 100% dedicated to the Payroll Phase. The position will work in the Hawaii project office. ~~seven out of every eight weeks, and remotely one out of every eight weeks.~~
Integration Manager	Greg Knudsen	1.0	75~~88~~%	~~0~~25%	0~~12~~%	The CherryRoad Integration Manager will be 100% dedicated to the Payroll Phase. The position will work in the Hawaii project office three~~seven~~ out of every four~~eight~~ weeks, and remotely one out of every ~~eight~~four weeks.
Functional Lead Payroll	Renee Passarello	1.0	25%	75%	0%	The CherryRoad Functional Lead Payroll resource will be 100% dedicated to the Payroll Phase. The position will work in the Hawaii project office one week per month and the CherryRoad California office 3 weeks per month.
~~Functional Lead Absence Management~~	~~Chris Torrence~~	~~1.0~~	~~25%~~	~~75%~~	~~0%~~	~~The CherryRoad Functional Lead Absence Management resource will be 100% dedicated to the Payroll Phase. The position will work in the Hawaii project office one week per month and the CherryRoad California office 3 weeks per month.~~
Functional Payroll ~~Distribution~~	TBD	~~1~~2.0	25%	75%	0%	The CherryRoad Functional Payroll ~~Distribution~~ resources will be 100% dedicated to the Payroll Phase. The position will work in the Hawaii project office one week per month and the CherryRoad California office 3 weeks per month.
~~Functional~~	~~TBD~~	~~1.0~~	~~25%~~	~~75%~~	~~0%~~	~~The CherryRoad Functional Human Resources resource will be 100% dedicated to the Payroll Phase. The position will work in the Hawaii office one week per month and the~~

Position	Name	FTE	HI	CA	Remote	Comment
						~~CherryRoad California office 3 weeks per month.~~
Technical Manager	**Saurabh Marathe**	1.0	75~~88~~%	0%	25~~12~~%	The CherryRoad Technical Manager will be 100% dedicated to the Payroll Phase. The position will work in the Hawaii project office ~~seven~~ three out of every ~~eight~~four weeks, and remotely one out of every four~~eight~~ weeks.
Reporting/ Conversion Lead ~~Manager~~	**Jay Kalter**	1.0	25%	0~~75~~%	75~~0~~%	The CherryRoad Reporting/Conversion Lead ~~Manager~~ resource will be 100% dedicated to the Payroll Phase. The position will work in the Hawaii project office one week per month and the CherryRoad California office 3 weeks per month.
Interface Lead	**TBD**	1.0	25%	75%	0%	The CherryRoad Interface Lead resource will be 100% dedicated to the Payroll Phase. The position will work in the Hawaii project office one week per month and the CherryRoad California office 3 weeks per month.
~~Onsite RICE Developers~~	**~~TBD~~**	~~2.0~~	~~25%~~	~~75%~~	~~0%~~	~~The CherryRoad Onsite RICE Developer resources will be 100% dedicated to the Payroll Phase. The position will work in the Hawaii project office one week per month and the CherryRoad California office 3 weeks per month.~~
Offsite RICE Developers	**TBD**	~~3~~4.0	0%	0%	100%	The CherryRoad Offsite RICE Developer resources will be 100% dedicated to the Payroll Phase. The positions will work remotely.
Offshore RICE Developers	**TBD**	2.0	0%	0%	100%	The CherryRoad Offshore RICE Developer resources will be 100% dedicated to the Payroll Phase. The positions will be contracted to work offshore as a means of controlling project costs.
Security/ Portal Lead	**TBD**	1.0	0%	0%	100%	The CherryRoad Security/Portal Lead will be 100% dedicated to the Payroll Phase. The position will work remotely.
Sr Org Change Manager	**Laurie Brooks**	0.5	100%	0%	0%	The CherryRoad Sr. Organizational Change Manger will be 50% dedicated to the Payroll Phase. The position will work in the Hawaii project office.

Position	Name	FTE	HI	CA	Remote	Comment
Jr Org Change Manager	Sherilyn Kimura	0.5	100%	0%	0%	The CherryRoad Jr. Organizational Change Manger will be 50% dedicated to the Payroll Phase. The position will work in the Hawaii project office.
Jr Org Change Manager	TBD	1.0	25%	75%	0%	The CherryRoad Jr. Organizational Change Manager will be 100% dedicated to the Payroll Phase. The position will work in the Hawaii project office one week per month and the CherryRoad California office 3 weeks per month.
Training ~~Developer~~Lead	TBD	1.0	25%	75%	0%	The CherryRoad Training ~~Developer~~Lead will be 100% dedicated to the Payroll Phase. The position will work in the Hawaii project office one week per month and the CherryRoad California office 3 weeks per month.
Training Specialist	TBD	1.0	100%	0%	0%	The Training Specialist will be 100% dedicated to the Payroll Phase. The position will work in the Hawaii project office.
Testing Manager	Diana Boswell	1.0	25%	0%	75%	The CherryRoad Testing Manager will be 100% dedicated to the Payroll Phase. The position will work in the Hawaii project office one week per month and remotely 3 weeks per month.
Project Administrator, HI	TBD	1.0	100%	0%	0%	The CherryRoad Project Administrator, HI will be 100% dedicated to the Payroll Phase. The position will reside in Hawaii and work in the Hawaii project office each day of the Payroll Phase.
Project Administrator, CA	TBD	0.5~~2~~	0%	100%	0%	The CherryRoad Project Administrator, CA will be ~~2~~50% dedicated to the Payroll Phase. The position will work in the CherryRoad California office.

The percent dedicated for each of the resources in the table above will be for the duration of that position's participation in the project as described in section 5.4.2.

Time and Attendance Phase – CherryRoad Staffing Plan

The table below provides the estimated number of hours per month per CherryRoad project team member for the Time and Attendance Phase of the project.

				1. Analysis					2. Design and Build						3. Test			4. Wave 1			5. Wave 2			6. Wave 3			7. Wave 4		
Position	Resource	Key	Hours	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20
Project Executive	Greg Catanzano	Yes	224	16	16	16	16	16	16	16	16	16	16	16	16	16	16												
Project Manager	Bill Hansen	Yes	4368	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
Integration Manager	Greg Knudsen	Yes	4368	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
Functional Time and Labor	TBD	Yes	2856			168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168							
Technical Manager	Saurabh Marathe	Yes	4368	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
Offsite RICE Developer	TBD	No	1680					168	168	168	168	168	168	168	168	168	168												
Sr. OCM Manager	Laurie Brooks	Yes	2016	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84		
Jr. OCM Manager	Sherilyn Kimura	No	1344									84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84		
Training Lead	TBD	No	2688									168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168		
Testing Manager	Diana Boswell	Yes	756						84	84	84	84	84	84	84	84	84												
Project Administrator (HI)	TBD	No	1176	84	84	84	84	84	84	84	84	84	84	84	84	84	84												
Project Administrator (CA)	TBD	No	448	32	32	32	32	32	32	32	32	32	32	32	32	32	32												
			26292	688	688	856	856	1024	1108	1108	1108	1360	1360	1360	1360	1360	1360	1008	1008	1008	1008	1008	840	840	840	840	840	504	504

The table below lists the CherryRoad team members, work locations, and percentage of time in each work location.

Position	Name	FTE	HI	CA	Remote	Comment
~~Engagement Manager~~Project Executive	Greg Catanzano	0.1	50%	25%	25%	The CherryRoad ~~Engagement Manager~~Project Executive will be 10% dedicated to the Time and Attendance Phase. The position will split its time between the Hawaii project office, California office, and remote participation.
Project Manager	~~Dan Berta~~ Bill Hansen	1.0	100~~88~~%	0%	0~~12~~%	The CherryRoad Project Manager will be 100% dedicated to the Time and Attendance Phase. The position will work in the Hawaii project office. ~~seven out of every eight weeks, and remotely one out of every eight weeks.~~
Integration Manager	Greg Knudsen	1.0	75~~88~~%	0%	25~~12~~%	The CherryRoad Integration Manager will be 100% dedicated to the Time and Attendance Phase. The position will work in the Hawaii project office ~~seven~~three out of every ~~eight~~four weeks, and remotely one out of every four~~eight~~ weeks.
Functional Time and Labor	TBD	1.0	25%	75%	0%	The CherryRoad Functional ~~Lead Payroll~~Time and Labor resource will be 100% dedicated to the Time and Attendance Phase. The position will work in the Hawaii project office one

Position	Name	FTE	HI	CA	Remote	Comment
						week per month and the California office 3 weeks per month.
Technical Manager	**Saurabh Marathe**	1.0	75~~88~~%	0%	~~12~~25%	The CherryRoad Technical Manager will be 100% dedicated to the Time and Attendance Phase. The position will work in the Hawaii project office three~~seven~~ out of every ~~eight~~four weeks, and remotely one out of every four~~eight~~ weeks.
Offsite RICE Developers	**TBD**	1.0	0%	0%	100%	The CherryRoad Offsite RICE Developer resources will be 100% dedicated to the Time and Attendance Phase. The positions will work remotely.
Sr Org Change Manager	**Laurie Brooks**	0.5	100%	0%	0%	The CherryRoad Sr. Organizational Change Manger will be 50% dedicated to the Time and Attendance Phase. The position will work in the Hawaii project office.
Jr Org Change Manager	**Sherilyn Kimura**	0.5	100%	0%	0%	The CherryRoad Jr. Organizational Change Manger will be 50% dedicated to the Time and Attendance Phase. The position will work in the Hawaii project office.
Training Lead	**TBD**	1.0	25%	75%	0%	The CherryRoad Training Lead will be 100% dedicated to the Time and Attendance Phase. Prior to the start of end user training, the position will work in the CherryRoad California Office. During end user training the position will work in the Hawaii project office.
Testing Manager	**Diana Boswell**	1.0	25%	0%	75%	The CherryRoad Testing Manager will be 100% dedicated to the Time and Attendance Phase. The position will work in the Hawaii project office one week per month and remotely 3 weeks per month.
Project Administrator, HI	**TBD**	0.5	100%	0%	0%	The CherryRoad Project Administrator, HI will be 50% dedicated to the Time and Attendance Phase. The position will reside in Hawaii and work in the Hawaii project office.
Project Administrator, CA	**TBD**	0.2	0%	100%	0%	The CherryRoad Project Administrator, CA will be 20% dedicated to the Time and Attendance Phase. The position will work in the CherryRoad California office.

The percent dedicated for each of the resources in the table above will be for the duration of that position's participation in the project as described in section 5.4.2.

5.4.3 State Staffing Plan

Provide a State staffing plan including number of hours per staff member per month. Include assumptions used to estimate the number and level of staff for each major task in the work plan. This plan shall align with the State's estimate of State staffing for the EPS Services provided in "Appendix K, Proposed Project Organization and Staffing."

CherryRoad Response

The table below provides the estimated number of hours per month for each State project team member for the Payroll Phase of the project.

				1. Analysis				2. Design and Build				3. Test			4. Deployment					5. Support		
Position	Resource	Key	Hours	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18
Executive Sponsor			304	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
Program Manager			3040	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
State Contract Lead			3040	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
State Integration Lead			3040	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
State Functional Lead - Payroll			3040	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
State Functional - Payroll			3040	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
State Functional Lead - Absence Mgmt			3040	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
State Functional - Absence Mgmt			3040	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
State Functional Lead - Payroll Distribution			3040	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
State Functional - Payroll Distribution			3040	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
State Technical Lead			3040	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
State Report Manager			2880		160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
State OCM Lead			3040	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
State Testing Lead			1920					160	160	160	160	160	160	160	160	160	160	160	160			
State Training Lead			1920					160	160	160	160	160	160	160	160	160	160	160	160			
State Application Security			1360					80	80	80	80	80	80	80	80	80	80	160	160	80	80	80
State RICE Developer			2560				160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
State RICE Developer			2080				160	160	160	160	160	160	160	160	160	160	160	160	160			
			46,464.00	1776	1936	1936	2256	2656	2656	2656	2656	2656	2656	2656	2656	2656	2656	2736	2736	2176	2176	2176

The following assumptions apply to the Payroll Phase – State Staffing Plan:

- Although the positions are not in Appendix K of the RFP, the State will assign RICE Developers with expertise in the State legacy systems to assist with data extracts and interfaces/integration.
- ~~The State will assign trainers to participate in the project team training in order to transition Time and Attendance User Training to the State in accordance with the Enhanced Training approach outlined in the RFP.~~

Time and Attendance Phase – State Staffing Plan

The table below provides the estimated number of hours per month for each State project team member for the Time and Attendance Phase of the project.

		1. Analysis					2. Design and Build						3. Test			4. Wave 1			5. Wave 2			6. Wave 3			7. Wave 4		
Position	Hours	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20
Executive Sponsor	416	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
Program Manager	4160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
State Contract Lead	4160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
State Integration Lead	4160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
State Functional Lead - TL	3840			160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
State Functional - TL	3840			160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
State Functional - TL	3840			160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
State Reporting Lead	3040					160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160			
State Technical Lead	4160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
State OCM Lead	4160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160
State Testing Lead	3040					160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160			
State Application Security	1200												80	80	80	80	80	80	80	80	80	80	80	80	80	80	80
	40016	816	816	1296	1296	1616	1616	1616	1616	1616	1616	1616	1696	1696	1696	1696	1696	1696	1696	1696	1696	1696	1696	1696	1376	1376	1376

The following assumptions apply to the Time and Attendance Phase – State Staffing Plan:

- Although the position is not in Appendix K of the RFP, the State will assign an Application Security resource to the team.
- ~~The State will assign trainers to participate in the project team training in order to transition Time and Attendance User Training to the State in accordance with the Enhanced Training approach outlined in the RFP.~~

6.1.1.3 Reporting

The State's reporting requirements are identified in the following sections of the RFP:

- *"Appendix C-1, Payroll and Time & Attendance Requirements."*
- *"Appendix C-2, Optional Payroll and Time & Attendance Requirements."*
- *"Appendix G, Current Reports."*
- *In response to the State's reporting requirements, it is anticipated the Offeror will consider the following guiding principle:*
- *Standard-delivered reports will be leveraged to meet the Functional Requirements and address the Current Reports for the State EPS.*

6.1.1.3.1 Level of Effort

For each required report that the Offeror determines will not be met by a standard-delivered report, the Offeror shall estimate the level of effort required to develop the report. The level of effort shall be classified as follows:

Level of Effort	***# of Hours***
Low	*Less than 25 hrs.*
Medium	*25-80 hrs.*
High	*81-160 hrs.*
Very High	*More than 160 hrs.*

6.1.1.3.2. Number of Reports

The Offeror shall complete the following table, which summarizes the total number of reports to be provided by major functional area and the level of effort. Costs for the reports shall be included in the Implementation Services Costs (in the Cost Proposal only) for the applicable project in which the functionality is delivered. See additional information about reports (e.g., sample reports) in the Offeror's Library.

CherryRoad Response

Generally speaking, we have found that many legacy report requirements are made obsolete by the implementation of the integrated PeopleSoft HCM applications. PeopleSoft's integration tools eliminate the need for traditional control reports, drill down capabilities across modules often provide the necessary information in the online screens, and the deployment of PeopleSoft work center functionality eliminates the need for many transactional reports.

CherryRoad has conducted a review of the report requirements in Appendix C-1, Appendix C-2, and Appendix G of the RFP. Appendix C-1 includes sixty three (63) Report Requirements, of which forty seven are considered gaps and require either a PS Query or PS Query/BI Publisher report to be developed or modified.

Appendix G includes approximately one hundred forty (140) report requirements, of which we believe fifty five are satisfied by delivered reports or will be considered obsolete due to the nature of the integrated PS system. Of the remaining eight five (85) gaps, we assume these reports requirements can be consolidated into fewer reports with flexible run control parameters to choose detail vs summary, select specific departments, choose subsets of employees, etc.. Therefore, we will plan on forty five (45) Appendix G requirements needing either a PS Query or PS Query/BI Publisher report to be developed or modified.

Lastly, we assume that there will be a great deal of duplication between the forty seven (47) requirements in Appendix C-1 and the forty five (45) requirements in Appendix G. Considering this, we are planning to develop a total of fifty (50) PS Query or PS Query/BI Reports for the State of Hawaii EPS project.

Table 4 Number of Reports by Level of Effort

Major Functional Area	Low	Med	High	Very High	Total
Core - Payroll	15	10	5		30
Employee Self-Service					
Manager Self-Service					
Workforce Management - Time Collection	6	4			10
Workforce Management - Leave Management	3	2			5
Workforce Management - Scheduling	3	2			5
Optional Functionality – Employee Self-Service					
Optional Functionality – Manager Self-Service					

6.1.1.4 Interfaces

The State's interface requirements are identified in the following sections of the RFP:

- *"Appendix C-1, Payroll and Time & Attendance Requirements."*
- *"Appendix C-2, Optional Payroll and Time & Attendance Requirements."*
- *"Appendix H, Interface Requirements."*

In response to the State's interface requirements, it is expected that the Offeror will consider the following assumptions:

- *The number and type (permanent or temporary) of interfaces will depend on the deployment strategy and system design approved by the State.*
- *Interfaces to be developed will include internal interfaces with other State systems and external interfaces with third parties such as banks, customers, and third-party vendors, implemented through electronic data interchange (EDI) or some other mutually agreed upon format.*
- *Leveraging of existing Enterprise Service Buses and similar message brokers with consideration for necessary improvements in order to accommodate the introduction of the EPS.*

6.1.1.4.1 Estimated Level of Effort

For each interface that the Offeror determines will need to be developed, the Offeror shall estimate the level of effort required classified as follows:

Level of Effort	*# of Hours*
Low	*Less than 25 hrs.*
Medium	*25-80 hrs.*
High	*81-160 hrs.*
Very High	*More than 160 hrs.*

6.1.1.4.2 Total Number of Interfaces

The Offeror shall complete the following table, which summarizes the total number of interfaces (permanent and temporary) to be developed by major functional area and level of effort. Costs for the interfaces shall be included in the Implementation Services Costs (in the Cost Proposal only) for the applicable project in which the functionality is delivered. See additional information about interfaces in the Offeror's Library.

CherryRoad Response

From a planning perspective, the building of interfaces between the EPS PeopleSoft HCM 9.2, Department HR systems, and third party systems will be the most complex piece of the EPS project. From an analysis standpoint, CherryRoad reviewed Appendix C-1 and Appendix C-2 and found less than ten (10) interface requirements. However, we understand that these requirements are high level, and in reality the scope of project interface requirements are more in line with Appendix H Interface Requirements, that lists three hundred ninety six (396) existing interfaces and twenty one (21) new interfaces as a result of the EPS implementation.

The CherryRoad proposal team analyzed the four hundred seventeen (417) total interfaces in Appendix H. The table below groups the interfaces by direction (Inbound, Outbound, and Bi-Directional).

Interface Type	Direction	System Owner			Total
		DAGS	DHRD	DOE	
Existing Interfaces	Inbound	146	2	6	154
	Outbound	210	23	8	241
	Inbound/Outbound	0	1		1
	Subtotal	**356**	**26**	**14**	**396**
New Interfaces	Inbound	4	2	0	6
	Outbound	3	5	1	9
	Inbound/Outbound	3	2	1	6
	Subtotal	**10**	**9**	**2**	**21**
	Grand Total	**366**	**35**	**16**	**417**

The table below groups the Appendix H interfaces by complexity (High, Medium, and Low)

Interface Type	Complexity	System Owner			Total
		DAGS	DHRD	DOE	
Existing Interfaces	High	0	6	13	19
	Medium	354	16	0	370
	Low	2	4	1	7
	Subtotal	**356**	**26**	**14**	**396**
New Interfaces	High	5	3	2	10
	Medium	5	6	0	11
	Low	0	0	0	0
	Subtotal	**10**	**9**	**2**	**21**
	Grand Total	**366**	**35**	**16**	**417**

After reviewing the four hundred seventeen (417) Appendix H interface requirements, and reviewing the interface specifications in the Offerors Library, our team had to estimate how many interface requirements would be eliminated with the implementation of an integrated system. Secondly, our team had to determine an estimate for the number or interface requirements that could be consolidated by standardizing the interface designs and repurposing interface programs for multiple requirements (i.e. inbound time entry data, outbound benefit vendor extracts, etc.). Lastly, our team had to determine how many temporary interfaces would be required to allow for four~~three~~ deployments during the Payroll Process Phase and four deployment waves during the Time and Attendance Phase.

At the conclusion of our Analysis, we believe we can reduce the total number of interfaces required to complete the implementation of the PeopleSoft HCM 9.2 system by a minimum of 30%, which constitutes a reduction of 125 interfaces. We will complete a formal analysis of each of the four hundred seventeen (417) RFP Appendix H interfaces requirements during the project, at which time we hope to increase this percentage. However, for planning purposes we are estimating 292 total interfaces across the Payroll Process and Time and Attendance project phases.

For the start of payroll parallel testing in May 2017, the State will prioritize 20 inbound interfaces and 25 outbound interfaces to be completed prior to the start of payroll parallel testing for the purpose of including those interfaces in the testing. All remaining inbound and outbound interfaces will be completed by the Interface go-live in August 2017.

In Appendix H, the vast majority of interfaces have been assigned a complexity level of medium, which indicates twenty five to eighty (25-80) hours of effort. While we recognize this effort may be required to build interfaces in the DAGS legacy environment, we anticipate the tools provided by the Oracle solution will reduce the development time for a large number of these interfaces. Therefore, we are shifting many of the interfaces from medium effort to low effort (<25 hours). The final results of our interface analysis effort are documented in the table below.

Table 5 Number of Interfaces by Level of Effort

Major Functional Area	Low	Med	High	Very High	Total
Core - Payroll	85	126	5	10	226
Employee Self-Service					
Manager Self-Service					
Workforce Management - Time Collection	15	30	2	2	49
Workforce Management – Leave Management	5	10	1	1	17
Workforce Management - Scheduling					
Optional Functionality – Employee Self-Service					
Optional Functionality – Manager Self-Service					

6.1.1.5 Conversions

The State's conversion requirements are identified in the following sections of the RFP:

- *"Appendix C-1, Payroll and Time & Attendance Requirements."*
- *"Appendix C-2, Optional Payroll and Time & Attendance Requirements."*
- *"Appendix H, Interface Requirements."*

In response to the State's conversion requirements, it is expected that the Offeror will consider the following assumptions:

- *The number and type of conversions will depend on the deployment strategy and system design approved by the State.*
- *The State will convert the minimum amount of data required to meet best practices and adhere to State and federal data retention policies.*

6.1.1.5.1 Estimated Level of Effort

For each conversion that the Offeror determines will need to be developed, the Offeror shall estimate the level of effort required classified as follows:

Level of Effort	# of Hours
Low	Less than 25 hrs.
Medium	25-80 hrs.
High	81-160 hrs.
Very High	More than 160 hrs.

6.1.1.5.2 Total Number of Conversions

The Offeror shall complete the following table, which summarizes the total number of conversions to be developed by major functional area and level of effort. Costs for the conversions shall be included in the Implementation Services Costs (in the Cost Proposal only) for the applicable project in which the functionality is delivered.

CherryRoad Response

As with all PeopleSoft HCM implementations, the fundamental goal of the conversion effort is to convert all necessary data from the legacy system(s) in order to calculate the correct gross pay, net pay, deduction balances and tax balances in the PeopleSoft system at go-live. To accomplish this goal, the project team will need to determine from what system we will extract the necessary data in order to transform and load that data into the PeopleSoft system. While we assume DAGS is the system of record for payroll information, we anticipate the department systems will contain much of the employee and benefit information that must be converted and/or interfaced into PeopleSoft to correctly calculate pay.

To estimate the scope of conversions, first we list the conversions that we need to meet the goals of calculate gross pay, net pay, deduction balances, and tax balances in PeopleSoft. Second, we determine the level of effort based on the number of variations of the conversion programs that we will need due to both the number of source systems we will be converting from and the variations in business requirements across the State. Based on this approach, we have arrived at the scope of conversion development included in the tables below.

6.1.1.9 Software Description

6.1.1.9.3 Describe License and Maintenance Methodology

Software licenses are optional and maintenance is separately optional for each contract year. The State reserves the right to execute a separate software maintenance agreement (either directly with a software vendor or with a third-party Value Added Reseller) for any proposed software.

Describe the license and maintenance methodology for each COTS component of the EPS.

- *Stipulate by product, the licensing/maintenance or subscription methodology (e.g., such as concurrent licensing, seat licensing, server licensing, licensing per location, and subscription).*

Pacxa Response

Oracle COTS Licensing Model

The proposed Oracle COTS Licensing Model is based on the Oracle Enterprise Employee metric.

Software Licensing: Phase I

Item	Product Description	License Metric
1.0	**PeopleSoft Enterprise Human Resources** ***Includes:*** ■ ***Human Resources*** ■ ***eBenefits*** ■ ***eDevelopment*** ■ ***eProfile Manager Desktop***	Enterprise Employee Perpetual
2.0	**PeopleSoft Enterprise Payroll** ***Includes:*** ■ ***Payroll for North America*** ***ePay***	Enterprise Employee Perpetual
3.0	**PeopleSoft Enterprise Time and Labor**	Enterprise Employee Perpetual
4.0	**PeopleSoft Interaction Hub**	Enterprise Employee Perpetual
5.0	**User Productivity Kit Professional**	UPK Developer Perpetual
6.0	**User Productivity Kit Professional**	UPK Employee Perpetual
7.0	**Micro Focus International Ltd. Net Express COBOL for Windows**	One Named User (Manufacturer is Microfocus)

6.1.1.9 Software Description

6.1.1.9.3 Describe License and Maintenance Methodology

Software licenses are optional and maintenance is separately optional for each contract year. The State reserves the right to execute a separate software maintenance agreement (either directly with a software vendor or with a third-party Value Added Reseller) for any proposed software.

- *Provide definitions for terms listed in each licensing/maintenance or subscription methodology (e.g., user, concurrent user, casual user, power user, employee self-service user, administrator, dev/test, developer, multi-client, professional user, limited-professional user, cross application timesheet user, enterprise, seat, server, location, total number of employees, total revenue, total budget, and total spend).*

Pacxa Response

The following are the license definitions for the proposed Oracle COTS software:

Perpetual Term Designation

A perpetual license is a one-time license fee that allows continued use of the software program for as long as the customer complies with all terms of the license agreement. If a program license does not specify a term, the program license is perpetual and shall continue unless terminated. You have the non-transferable, non-assignable, royalty free perpetual, limited right to use the programs and receive any services you ordered solely for your internal business operations.

Enterprise Employee

Enterprise Employee is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors and consultants who have access to, use, or are tracked by the programs. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Enterprise Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the programs. The value of these program licenses is determined by the number of Enterprise Employees. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the number of Enterprise Employees as of the effective date of your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise Employees as of such date.

Enterprise $M in Operating Budget

Enterprise $M in Operating Budget is defined as one million U.S. Dollars of your gross budget reflected in an audited statement from your external accounting firm. The value of these program licenses is determined by the amount of Enterprise $M in Operating Budget. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M in Operating Budget as of the effective date of your order. If at any time the amount of Enterprise $M in Operating Budget exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M in Operating Budget is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M in Operating Budget. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise $M in Operating Budget as of such date.

Application User

Application User is defined as an individual authorized by you to use the applicable licensed application programs that are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, you are required to maintain licenses for the equivalent number of Application Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle Fusion Sourcing, Oracle iSupplier Portal, Oracle Fusion SupplierPortal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing and JD Edwards Supplier Self Service programs, use by your external suppliers is included with your application user licenses.

Processor

Processor shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at http://oracle.com/contracts. All cores on all multicore chips for each licensed program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One or Standard Edition in the product name (with the exception of Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of 0.25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a

6.2.1.1.2	Application Architecture
❑ *Processes and recommended timeline for the State to test new releases prior to implementation.*	

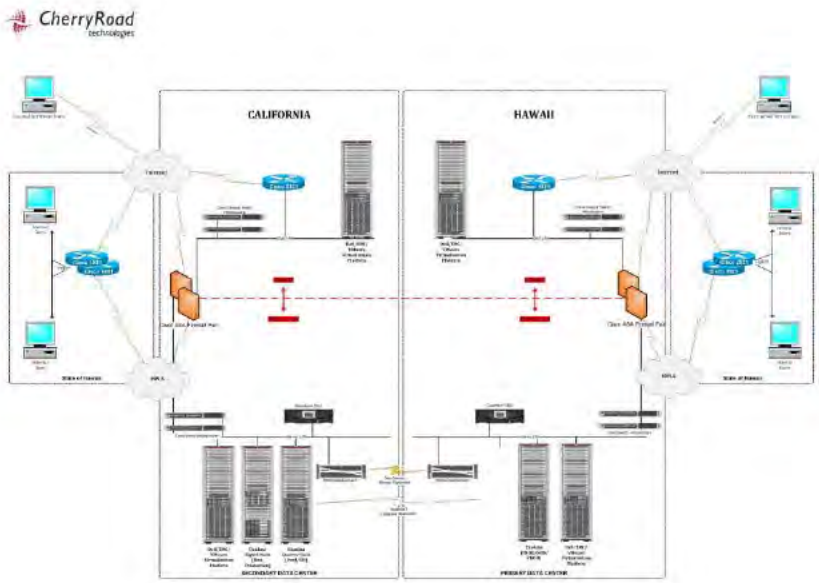
CherryRoad Response

Patch Strategy

CherryRoad's standard patch strategy includes application, database, and infrastructure patches. CherryRoad will evaluate and determine the proper approach and timeline to apply updates to the State's environments; this includes Application, Database, Technical, and OS patches. Each patch/update release will be assessed to determine its impact and criticality to the implementation with Tax and Regulatory patches being assigned the highest priority.

Application of releases will follow our normal Change/ Configuration Management methodology outlined below:

1. Patch Application to the Demo Environment.
2. Compare and analyze to determine the impact on customizations.
3. Patch Application to the Development Environment.
4. Retrofit of impacted Customizations.
5. Patch Migration, with retrofits, to the Testing Environment.
6. User Acceptance testing in Test.
7. Patch Migration to QA Environment.
8. Sign-off approval of successful QA.
9. Migration to production during non-business hours.


CherryRoad
technologies
CALIFORNIA
HAWAII

6.2.1.1.4	***Infrastructure (For Offeror-Hosted Option)***
2.	*Describe the network performance requirements to operate efficiently including inter-server (e.g., data centers) as well as server-to-client (e.g., LAN/WAN) requirements.*

CherryRoad Response

Server to client communications can be accomplished with a 20Mbps connection to the primary and secondary data center. It is recommended that this connection be an MPLS circuit with automatic failover to a site-to-site VPN. Communications between primary and secondary data centers will be accomplished by a 100Mbps circuit. All LAN connectivity inside the data center will be 1Gbps/10Gbps Ethernet.

6.2.1.1.4	***Infrastructure (For Offeror-Hosted Option)***
3.	*Describe the proposed network configuration including equipment, port requirements, and network protocols utilized.*

CherryRoad Response

CherryRoad recommends the installation of a pair of CherryRoad managed Cisco ISR routers at the State's data center. This will provide connectivity into the primary and secondary hosting facilities via Site-to-Site IPSEC VPN or optional MPLS circuit. Port requirements will vary depending on necessary integrations into existing systems. Typically the following protocols are utilized: FTP/SFTP (TCP 21/22), SSL/TLS (TCP 443), HTTP (TCP 80), and Oracle DB Listener (TCP 1521).

6.2.1.1.5 ***Integration Architecture***

2. *Describe the current approach to partnering with vendors of third-party packages or external SaaS (software as a service) vendors.*

- ❑ *Describe the approach for incident and problem management when using third-party packages or service offerings.*

CherryRoad Response

Incident and problem management will follow CherryRoad's Help Desk process flows regardless of whether it is an issue related to a 3rd party. Our process is included below:

Help Desk Ticket Lifecycle Defined

Initiation

Whether the contact is to request documentation or to report a problem, the first stage of the process is to create the SR and capture all the relevant information necessary to either service the request, resolve the problem, or escalate it to the next tier with sufficient information to resolve the problem.

Assignment

If the requested service or problem is not resolved on the initial call, the SR is assigned to the appropriate tier/team/resource for The State with the expertise of the effected application or module.

Resolution

Since an SR can range from a simple request with a documented resolution to an Oracle bug, the various tasks, the timeframe, and even the tier producing the resolution will vary with each SR. However, in general, this stage involves the analysis, research, and the action taken to fix the root cause of a problem or to identify a suitable workaround until the problem can be resolved.

Testing

Depending on the resolution, significant testing and even regression testing may be required before receiving approval to implement the solution. Most typically, it involves a functional analyst testing the solution in a non-production environment, followed by The State SMEs and/or end-user testing in another non-production environment to ensure the original problem is solved, and no new problems have been introduced.

Approval

Approval for the SR can be entered by The State as a comment in the Service Desk Solution or via email to the assigned CherryRoad resource and entered into the Service Desk Solution. Approval of an SR indicates the solution has been tested and can now be scheduled for deployment to the production environment.

Implementation

This step represents the actual resolution. Examples would be the documented steps being executed, configurations deployed to production, or the deployment of a vendor patch, code modification, etc.

Closure

After the resolution has been provided and The State confirms, the SR is closed.

From initiation to closure, each SR within the Service Desk system will be updated with relevant notes and status changes. In addition, email messages will be sent upon initiation and at each status change during the process. At any time, The State can log into the system or call CherryRoad Help Desk to obtain the current status on the SR.

CherryRoad Help Desk Ticket Process Flow below illustrates the stages and support levels involved during the lifecycle of an SR.

6.2.1.1.5 ***Integration Architecture***

- *Describe the approach for upgrades and change management when using third-party packages or service offerings.*

CherryRoad Response

CherryRoad will follow our Development Migration process when dealing with upgrades or changes related to third party packages. All new functionality/development and bug fix development will occur in the Development (DEV) environment. During this time, developers will also draft the migration instructions related to each solution developed. A service ticket must exist in ServiceNow for every development effort documenting the issue or new request.

When development and unit testing is complete, the change will be migrated to the Test (TST) environment for quality assurance (QA) testing, according to the migration instructions. The changes will be migrated by the developer and the migration instructions will be updated as needed to ensure they are complete and accurate. As problems are identified during QA testing, they will be remedied in the DEV environment and re-migrated to the TST environment until QA testing is successfully completed.

After QA testing is complete, the ServiceNow (CherryRoad's ticket tracking system) ticket is updated to attach the migration instructions and assigned to the CherryRoad Infrastructure for migration to the Support (SPT) environment. Upon receipt of the ticket, the CherryRoad infrastructure group will take the following actions:

1) Review the migration instructions for completeness (and seek clarification as needed).
2) Execute the migration instructions to deploy the solution(s) to SPT.
3) Assign the SeviceNow ticket back to the developer after migration.

CherryRoad will then work with the State to coordinate State user(s) to perform User Acceptance (UA) testing in the SPT environment to confirm the solution meets functional requirements as well as regression testing as needed to ensure no existing functionality is compromised. If problems are identified during UA testing, they will be remedied in the DEV environment and re-migrated to the SPT environment until UA testing is successfully completed.

In order to minimize possible impact to business operations and maximize utilization of a maintenance window, it is possible multiple solutions will be grouped into a single migration. In these cases where many related or unrelated solutions are bundled together for deployment to production during a single migration execution, it is critically important they are also deployed together into the SPT environment, similar to how they will be deployed to production. This means a single, consolidated migration instruction is necessary. This approach minimizes any potential conflicts and maximizes valuable testing cycle time and resources.

6.2.1.1.5 ***Integration Architecture***

- *Describe the related policies, procedures, and limitations for supporting proposed third-party solutions.*

CherryRoad Response

Where CherryRoad has included a third party product as part of our solution we will support the relationship including communication with the third party vendor. In the event the State requests for CherryRoad to integrate with a third party or use a third party software outside of our proposal CherryRoad would assume the State will own that relationship and necessary communication to ensure upgrades and changes are accurately captured and tested utilizing the processes outlined in responses to 6.2.1.1.5.

6.2.1.1.6 System Administration Toolkit

1. *Describe the system and database administration tools that will enable proactive M&O (maintenance and operations) of the EPS.*

- ❑ *Specify which system and database administration tools are provided by the EPS software vendor; third-party, bolt-on vendor(s); operating system vendor; database vendor; and third-party systems administration system vendor(s).*

CherryRoad Response

Applications built around an Oracle database engine are monitored and proactively maintained with the use of Oracle's Enterprise Manager (OEM) and associated plug-ins. The OEM enables visibility of web, application and database layers providing the ability to startup and shutdown, log activity, set alert points and monitor and resolve performance issues.

The database layer is monitored directly through an active Exadata "platinum" service from Oracle 24x7.

6.2.1.1.6	System Administration Toolkit
~~4.~~5. *Describe the approach and tools for testing, staging; and piloting including the ability to perform integration testing with on-premises data sources and applications.*	

CherryRoad Response

Due to the complexity of some integrations there are generally fewer environments that will maintain a complete set of integration touch points. Typically there will be one full environment outside of production and disaster recovery that maintains a complete set of all integrations to third party and internal and legacy interfaces. CherryRoad has utilized PeopleSoft Integration Broker ~~Oracle's Enterprise Service Bus technology from their SOA suite~~ with some customers in order to facilitate large scale complex integration strategies for state-wide implementations. CherryRoad has extensive experience with interfacing technologies from the standard FTP and SFTP processes to exposure and consumption of Web Services both internally and externally. Aside from tools and utilities within the PeopleSoft Integration Broker CherryRoad utilized the SOAPUI tool for testing of Web Services.

6.2.1.1.6	System Administration Toolkit
~~5.~~6. *Describe the approach to release management for the EPS including the capability to control multiple versions of source components and data as they are moved throughout the implementation landscape (e.g., from the development environment, through the test environment, to the production environment).*	

CherryRoad Response

CherryRoad typically works with the client to accommodate their existing release management tool. Stat is a common tool that has been used by our clients. In general for non-production environments CherryRoad provides the client development team the flexibility to migrate projects between non-production environments up to a "pre-production" or QA environment. CherryRoad will perform migrations in to the QA environment and once tested and approved by the client CherryRoad will then use the same process to migrate in to production during a regularly scheduled maintenance window unless it is an emergency migration. Typical migration paths include the following or some subset of development, unit test, integration test, system test, User Acceptance test, QA and Production. Often other environments such as conversion, interface testing and training are migrated to as well. Generally a rigid migration path and strategy are defined, diagramed and agreed up with the client that is specific to their particular project or production support needs. CherryRoad utilized Service Now capture Migration requests and the subsequent movement through environments.

~~8.0 Variations between legacy and PeopleSoft are documented and classified for issue resolution.~~

~~9.0 The project team resolves the technical issues related to data conversion.~~

~~10.0 The project team resolves processing issues related to the PeopleSoft HCM system.~~

CherryRoad Payroll Validation Tool

To automate the otherwise labor-intensive tasks of payroll parallel testing, CherryRoad has developed a proprietary CherryRoad Payroll Validation Tool. The tool expedites the compare process between legacy and PeopleSoft payroll data. The product highlights include the following:

- Online validation of payroll data making it easier to resolve any payroll issues that are identified.
- Two-step process to validate gross and gross-to-net making it easier to identify issues in data conversions/crosswalks.
- Online crosswalk to map legacy deduction codes to PeopleSoft codes.
- Flexibility to accommodate legacy data in multiple file formats (XML, csv. Etc.)

For cycle of payroll parallel testing, the project team will use the CherryRoad Payroll Validation Tool as follows:

Step 1 – Setup crosswalk

In this step legacy deduction codes are mapped to PeopleSoft plan types. This helps in mapping data for gross to net validation.

Deduction Ben Xwlk

Set ID: 007

Personalize | Find | View All | First 1-20 of 98 Last

	Old Value	Plan Type	Benefit Plan	Ded Class	Dedcd
1	00500	7Z	STRS	B	SDSTRS
2	00500-01	00		B	STRBB
3	00500-02	00		B	STRBB1
4	00500-03	00		B	STRBB2
5	00500-04	00		B	STRBB3
6	00500-05	00		B	STRBB4
7	00500-06	00		B	STRBB5
8	00600	70	PERS	B	SDPERS
9	00600-80	70	PERS	B	SDPERS
10	00900	00		N	007WCP
11	00900-01	00		N	007WCP
12	02986-56	00		A	GARN
13	02989-56	00		A	GARN

6.2.1.2.6 ***System Capacity and Performance***

1. Describe the approach to meet performance SLAs.

CherryRoad Response

All service areas will be discussed during monthly review meetings between the State and CherryRoad. The objectives of these meetings are to assure that each service area is relevant, that satisfactory service levels are reached and to ensure that the responsibilities have been fulfilled by both parties.

The objectives of this section are to:

- Provide clear reference to CherryRoad service agreements.
- Present a clear, concise and measurable description of service provision to the State.
- Match perceptions of expected service provision with actual service support and delivery.

CherryRoad is committed to providing superior hosting services and that includes committing to a very high level of System Availability.

6.2.1.2.6 ***System Capacity and Performance***

2. Describe the ability of the Payroll Solution to collect system performance data and report against SLAs.

CherryRoad Response

CherryRoad utilizes tools from SolarWinds, ScienceLogic, and Oracle to collect and report on system metrics and availability. SLA impacting metrics are reported to the client in a monthly report.

6.3 – Implementation Services Requirements

6.3.1 Implementation Services Approach

This section shall provide a description of Implementation Services for execution of the Payroll Services and Time & Attendance Services projects with the objective of demonstrating the Offeror's understanding of the tasks involved to produce each of the deliverables defined in "Appendix E-1, Implementation Services Requirements." This section shall contain a description of how the Offeror proposes to carry out these tasks and why this approach was selected. Therefore, the following considerations shall be included at a minimum for the purpose of evaluation:

- *The identification of specific and significant business processes, policies, procedures, and organizational change considerations the State will need to address when migrating to the proposed solution.*
- *A description of how the proposed solution will address or satisfy the Data Cleansing and Conversion Objective in the RFP "**Section 5.10, Data Cleansing and Conversion Objective**" including the approach and strategy for addressing legacy data cleansing, data migration, and the deployment of the proposed solution without disrupting the State's operations.*
- *The approach and strategy for addressing the challenges of implementing in a K-12 environment with specific emphasis, at a minimum, on teacher payroll; highly qualified teachers; and a single employee filling multiple positions (e.g., multiple assignments).*
- *A description of how the proposed solution will address or satisfy the Knowledge Transfer Objective in the RFP "**Section 5.5, Knowledge Transfer Objective**."*
- *The Offeror's project management approach including the following:*
  - *Offeror's Project Management Methodology - How it compares with the State's IT governance process.*
  - *Offeror's Risk Management Approach - This approach shall include a delineation of any anticipated problems and risk factors for the State's EPS and proposed approaches to mitigate those risks.*
  - *Offeror's Quality Assurance Surveillance and Management Approach - This approach shall include a description of internal quality assurance processes for deliverables. The end product of this portion of the Offeror's response shall provide a proposed means for evaluating whether performance standards and quality levels are being met and ensuring that the State pays only for the level of services received.*
- *The Offeror's approach and strategy for designing and implementing the proposed solution including the following:*
  - *Description of how the proposed solution will address or satisfy the Enhanced End-User Training Objective in the RFP "**Section 5.6, Enhanced End-User Training Objective**."*
  - *Description of how the proposed solution will address or satisfy the Business Process Reengineering Objective in the RFP "**Section 5.7, Business Process Reengineering Objective**." Include the responsibilities the State will have during these efforts, and how existing State and departmental policies and procedures will need to be changed in order to be integrated into the new business processes.*
  - *Description of how the proposed solution will address or satisfy the Organizational Change Management Objective in the RFP "**Section 5.8, Organizational Change Management Objective**."*
  - *Rationale and assumptions for recommending the proposed implementation approach and strategy.*
- *The identification of specific and significant considerations the State and all users will need to address when migrating to the proposed solution.*
- *The approach and strategy for addressing data migration and the deployment of the proposed solution without disrupting the State's operations.*
- *The approach and strategy for developing software customizations, reports, and interfaces. Include*

at least three relevant examples each of customizations, reports, and interfaces developed by the Offeror for government clients and/or K-12 clients.

- *Availability of templates from prior government and/or K-12 clients to accelerate the implementation.*

CherryRoad has developed an implementation services approach that aligns directly with the timeline in the RFP Attachment M – Proposed Project Timeline and Considerations. Below are the primary benefits of our proposed solution.

4. **Leverage the Current DHRD PeopleSoft installation** – The proposed CherryRoad solutions includes implementing PeopleSoft Payroll, Absence Management, and Time and Labor in the existing DHRD environment. The approach eliminates that need for integration between the DHRD HCM system and the EPS system by taking advantage of the delivered integration that is native to the PeopleSoft HCM products.
5. **Leverage existing statewide knowledge and expertise in PeopleSoft** - The Executive Branch, University of Hawaii and Judiciary each currently run PeopleSoft HCM. For these agencies, the integration with and adoption of the PeopleSoft Payroll business processes will be faster considering the compatibility of the systems and the familiarity and expertise in PeopleSoft applications that the users in these departments possess.
6. **Migrate of the DHRD PeopleSoft installation to a hosted environment** – By incorporating the EPS solution into the existing DHRD PeopleSoft installation, the DHRD will also benefit from the migration to a hosted solution by reducing the DHRD operational costs.

Attachment 10-1 Detail Work Plan provides a comprehensive implementation plan to lead the State through the execution of the Payroll Services and Time & Attendance Services projects and realize the benefits listed above. The detail work plan includes the work breakdown structure, deliverable definitions, and initial deliverable completion schedule. In Section 6.3.1 CherryRoad has provided descriptive information to answer the questions in the RFP regarding the Implementation Services Approach.

Deliverable Based Implementation Methodology

To meet the deliverables required by the RFP Specifications, CherryRoad will follow a deliverable based Enterprise Resource Planning (ERP) implementation methodology. Our methodology is built upon a single, common sense guiding principle – identifying issues early on is a better alternative. In a traditional Waterfall method, issues may not come to the surface until the very last stage of the project; often without adequate time to respond effectively. Instead, we engage the client early and often with incremental design and frequent testing and demonstrations that are open for input and adaptation. We have found that through repeated incremental development and testing, we can achieve critical feedback earlier in the project life cycle, allowing more time to refine and adjust business processes; that ultimately lead to a more complete, successful, and acceptable system for our clients.

The CherryRoad implementation approach for the State of Hawaii project consists of ~~seven~~ five (~~7~~5) implementation stages. In the Payroll Services Phase, there will be five (5) major milestone deployments~~ose stages include the Interfaces Deployment, DOE Deployment, and PCS Deployment~~.

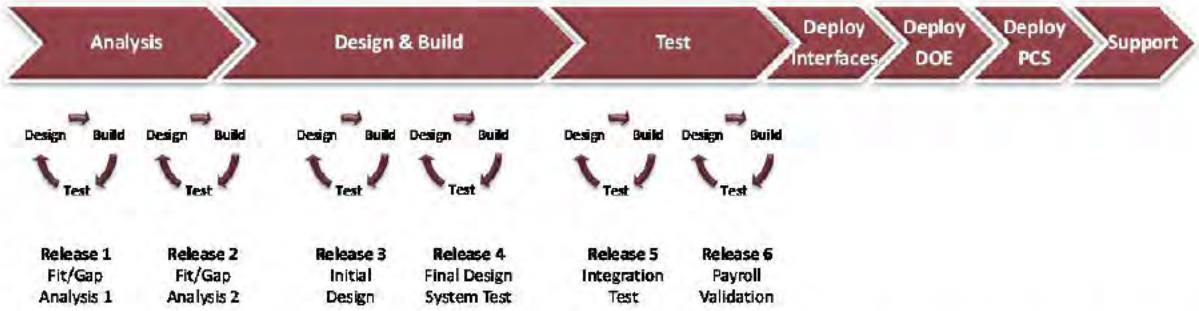
- February 2017 – Migrate DHRD production PeopleSoft system to CRT hosted environment
- May 2017 – Deploy PeopleSoft payroll engine for gross to net payroll parallel testing
- August 2017 – PeopleSoft Payroll go-live with all inbound and outbound interfaces

- October 2017 – Deployment to replace DOE Casual Payroll and TSEAS Payroll interfaces
- December 2017 – Distribute online functionality to department to replace Paper PCS

–In the Time and Attendance Phase, there will be seven (7) implement stages, including~~ose stages~~ four (4) major milestone deployments.

- June 2019 - Wave 1 Departments
- September 2019 - Wave 2 Departments
- December 2019 - Wave 3 Departments
- March 2020 - Wave 4 Departments

~~include Waves 1 – 4.~~ For both project phase, within the ~~seven (7)~~ implementation stages, the project team will repeat eight~~six~~ (8~~6~~) cycles of design, build, and test activities referred to as development releases. Each release represents an iterative step in a process aimed at defining solutions earlier in the project and refining them over time.



Our approach provides multiple opportunities to demonstrate the system capabilities over the course of the project and facilitates points in time to provide feedback. This approach fosters building a new system in a way that is collaborative, inclusive and effective. The process not only enables meeting business requirements but ultimately can result in a better solution by optimizing the feedback and builds the organization's buy–in at the same time.

Stages and Release Cycles

As noted above there are five~~seven~~ (5~~7~~) implementation stages, through which ~~– Within the first three (3) stages,~~ CherryRoad will complete eight (8)~~six~~ release cycles. The table below describes the purpose of each release, demonstrating the iterative process of design, build, and test that is focus of our implementation methodology.

Stages	Description
Stage 1 Analysis	***Release 1 – Fit/Gap Analysis, Application Module Functionality*** • CherryRoad team members review the PeopleSoft business processes • CherryRoad team members review the State functional requirements • Applications are configured to demonstrate individual application functions

Stages	Description
	• An initial subset of data is converted for key master data elements • Fit/gap analysis sessions review delivered application module functionality • Software gaps are captured and options for gap resolution are documented ***Release 2 – Fit/Gap Analysis, Application End to End Functionality*** • Applications are configured to demonstrate end to end functionality • Application integration is setup; integration broker, portal, security • Refine initial data conversion to expand master data elements • Fit/gap analysis sessions review integrated end–to–end functionality – hire to terminate, payroll and labor distribution, etc. • Software gaps are captured and options for gap resolution are documented At the conclusion of Stage 1 Analysis, the CherryRoad team will complete the Gap Resolution and Scope Document deliverables that will enable the State and CherryRoad to plan the remaining stages of the implementation phase.
Stage 2 Design and Build	***Release 3 – Initial System Design*** • Application configuration is complete for Interface Departments, DOE, and PCS • High priority reports, interfaces, conversions, and enhancements scheduled for Release 3 are developed and unit tested • Business processes are unit tested and the results recorded in the Implementation Tracker • Demonstrations will be conducted with departments to demonstrate the end to end processes and priority enhancements • Any recommended adjustments are documented, estimated and submitted for approval. ***Release 4 – Final System Design, ~~&~~ System & Integration Testing*** • Application configuration is completed for any outstanding departments • Reports, interfaces, conversions, and enhancements scheduled for Release 4 are developed and unit tested • Portal (Interaction Hub) configuration is complete and unit tested • Application Security configuration is complete and unit tested • The Application configuration is complete for any remaining departments not included in Release 3 • Business processes are unit tested and the results recorded in the Implementation Tracker • Demonstrations will be conducted with departments to demonstrate the end to end processes and priority enhancements • Release 4 marks the completion of the application design and the ~~F6~~ F7 Final System Design deliverable is documented for the State's approval • The system and integration test environment will include the Release 4 configuration and development • This will include the portal configuration

Stages	Description
	• This will include the standard security configuration At the conclusion of Stage 2 Design and Build, the project team will be positioned to draft the "To Be" business processes, develop the end user training curriculum, and prepare the various testing plans and scripts in preparation for the Stage 3 test cycles.
Stage 3 Test	***Release 5 – Gross to Net Parallel Payroll Testing*** • Application configuration and development issues identified during the System and Integration Test cycles will be resolved in Release 5 • Reports, interfaces, conversions, and enhancements scheduled for Release 5 are developed and unit tested • Department security will be loaded • Release 5 will be used for the execution of the Gross to Net Parallel Payroll Test cycles ***Release 6 – Interface Deployment User Acceptance Testing*** • Application configuration and development issues identified during the Gross to Net Parallel Payroll Test cycles will be resolved in Release 6 • Reports, interfaces, conversions, and enhancements scheduled for the Interfaces Deployment and Release 6 are developed and unit tested • Release 6 will be used for the execution of Interfaces Deployment User and Regression Testing • Release 6 will be used for End User Training At the conclusion of Stage 3 Test, the project team will be positioned to complete the final "To Be" business processes, deliver end user training and initiate the Stage 4 deployment activities.
Stage 4 ~~6~~ Deployment	***Release 7 – DOE Deployment User Acceptance Testing*** • Reports, interfaces, conversions, and enhancements scheduled for the DOE Deployment and Release 7 are developed and unit tested • Release 7 will be used for the execution of DOE Deployment User and Regression Testing • Release 7 will be used for DOE End User Training ***Release 8 – PCS Deployment User Acceptance Testing*** • Configuration, reports, interfaces, conversions, and enhancements scheduled for the PCS Deployment and Release 8 are developed and unit tested • Release 8 will be used for the execution of Interfaces Deployment User and Regression Testing • Release 8 will be used for End User Training • At the conclusion of Stage 4 Deployment, the project team will have completed the deployment of all Payroll Process functionality to the department users, and will

Stages	Description
	initiate the Stage 5 Support activities.
Stage 7 Support	***Ongoing Support*** • Production service levels are ~~initiated~~monitored • The production stabilization plan is implemented • The CherryRoad team provides support during the stabilization period

Advantages of the CherryRoad Methodology

There are many advantages to CherryRoad's implementation methodology. The highly collaborative approach is still managed in a structured way with checks and balances along the way. We use traditional PMI standards to managing the methodology and the project, thus facilitating the careful management of Scope throughout the project. Our approach of providing the flexibility of an Agile approach and the rigor of the Traditional Waterfall approach provides the best of both approaches. The advantages of utilizing our methodology are outlined below:

Benefit	Advantage
Early Testing	Unlike traditional Waterfall methodology, where the State would not see a test system until the end of the project, with our methodology the State can access a fully functional system during Stage 1.
Fewer Customizations	Earlier user involvement in design and testing of delivered processes with State data can lead to significant reduction in customization. More interaction with delivered processes builds user awareness and acceptance early.
Right Solutions Delivered	Ability to demonstrate system solution options early in the project allow the end users the ability to confirm the "right requirements" and select the "right solutions"
User Buy–in High	Solution demonstrations help build end user buy–in early in the project; this approach works especially well for organizations expanding their system's footprint within the overall organizations
Incremental Fit/Gap Sessions and Releases	Cycles of Fit Gap Sessions and Release development enable continual feedback from the State allowing our team to incorporate improvements and keep the project moving forward
Users Knowledge Expands Early	As the system expands and grows, the users understanding expands and grows as well
Expansive Testing Throughout Project	Because testing occurs throughout the project and demonstrations are provided to departments, the end system is thoroughly tested eliminating potential system problems long before Go Live
Higher Solution	With our methodology, the State can verify the system meets expectations

Benefit	Advantage
Quality	months earlier than with a traditional waterfall approach. This allows for improved quality, as improvements are applied throughout the project.
Increased Project Success	The ability to support cycles of development and testing together and with high user involvement creates a more dynamic approach that ultimately delivers a solution that better meets objectives and generates stronger user acceptance and ownership.

It has been our experience that this approach builds solutions that not only meet business requirement expectations, but exceed them. Our approach will allow the State's project team the flexibility of reviewing solution options early in the project, and to see the new applications using "real–life" examples. The project team will more quickly recognize solutions given that they are built in your language of job codes, deductions, benefit programs and organizational structures. When it looks more familiar it helps the end users more quickly accept something new; thus it has the potential to reduce the need for customizations.

Data Cleansing and Conversion Approach

A significant component of all ERP implementations is the extraction of data records from the legacy production systems of record and the loading of those data records into PeopleSoft. This is a complex sequence of activities, repeated several times throughout the project. The goal of any project is to convert the majority of data through automated means, while a small portion of data may require manual entry. Manual data entry may be required where no system of record currently exists or when required data elements do not exist within the legacy system.

The CherryRoad data conversion methodology is highlighted by three fundamental differentiators. The first differentiator is the CherryRoad Conversion Center tool. With years of experience in PeopleSoft implementations we have designed a proprietary tool that makes the data conversion activities streamlined and developer friendly. The Conversion Center features include:

- Parallel processing to speed up data conversion.
- Online validation of legacy data making it easier to fix data issues before inserting into PeopleSoft.
- Online crosswalks to convert legacy setup to PeopleSoft values.
- Latest PeopleSoft technology, which allows the project team to more efficiently validate data before inserting into PeopleSoft System.
- Compatibility with multiple file formats to accommodate every legacy file system.

The second differentiator is our "Fast Track" approach to data conversion. By utilizing our Conversion Center tool and providing template file layout to the State prior to the start of the project, CherryRoad is able to convert legacy data at the start of the project, making it available for the F2 Release 1 Fit/Gap Analysis work sessions.

- On day one of the project, the project team members will be actively converting data into PeopleSoft.

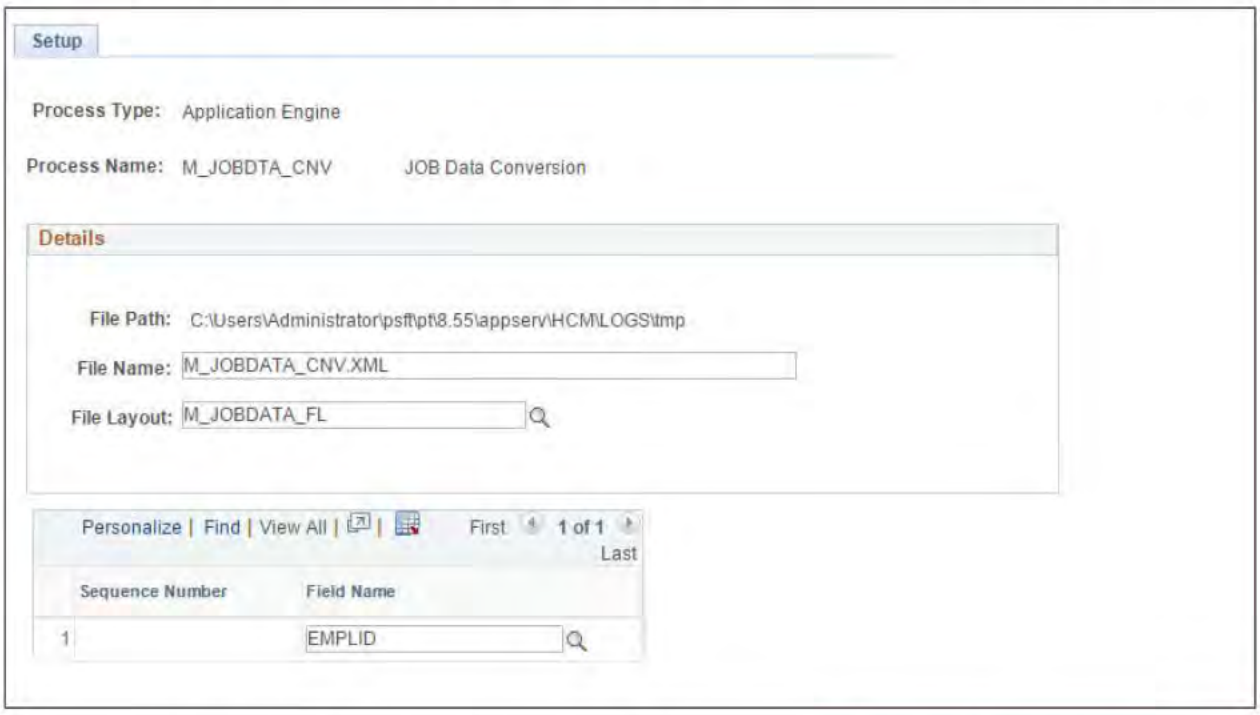
- Fifty percent of data conversion mapping activities will be complete at the start of Stage 2 – Design & Build.
- State and CherryRoad functional team member will see State data during the Stage 1 – Analysis.
- Access to State data during the Fit/Gap Analysis work sessions will improve early gap discussions and decision making.

The third differentiator is adherence to the following principles and standards to ensure quality in the data conversion results:

- Early conversion planning and coordination across business groups with strong knowledge of legacy data.
- Early identification and completion of key data translations, clean up, and transformations.
- Availability of functional resources for mapping, execution, and validating results.
- Availability of fully patched and configured database environment to receive the newly converted data.
- Technical scripts and functional validations to confirm conversion accuracy and no loss of data.

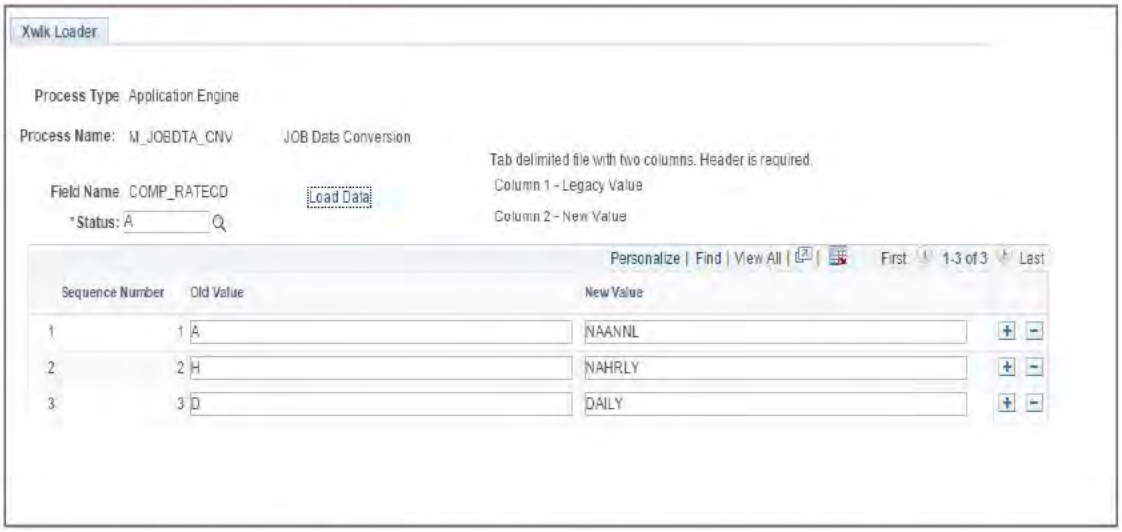
CherryRoad Conversion Center

The Conversion Center tool is designed to create a repeatable process that could be easily controlled by the end user. The setup allows users to define file format and key field that will be used for parallel processing. The diagram below depicts the setup page for the PeopleSoft HCM Job Data Conversion.



For each conversion there is a four–step process that is followed. The following screenshots depict the Conversion Center steps for converting position data into PeopleSoft HCM.

Step 1 Conversion Center: Establish Crosswalk – In any data conversion it is required to define crosswalks to convert old legacy values into PeopleSoft values. Defining crosswalks online makes it easy for users to change the crosswalks as needed. To make it easier for end users to load data into the crosswalk tables, Conversion Center includes Component Interface file upload functionality, which greatly improves maintenance of the crosswalk tables. The diagram below depicts the crosswalk for the PeopleSoft HCM Compensation Rate field.



Step 2 Conversion Center: Pre–Requisite – Each conversion has a series of prerequisites. Step 2 in the conversion process is to verify that each prerequisite is completed before the conversion is run.

Pre-Requisite

Conversion Center: Pre-Requisite

Process Type: Application Engine

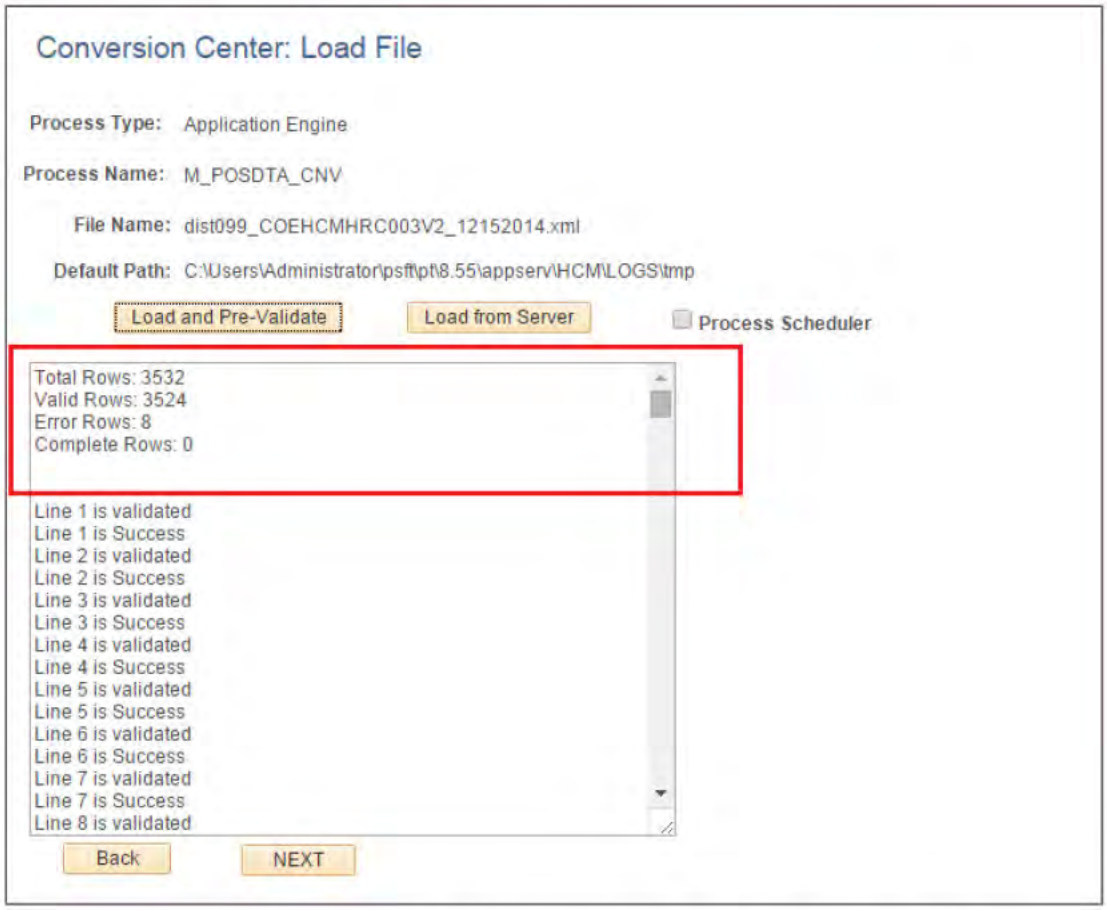
Process Name: M_POSDTA_CNV

Personalize | Find | View 8 | First 1-10 of 10 Last

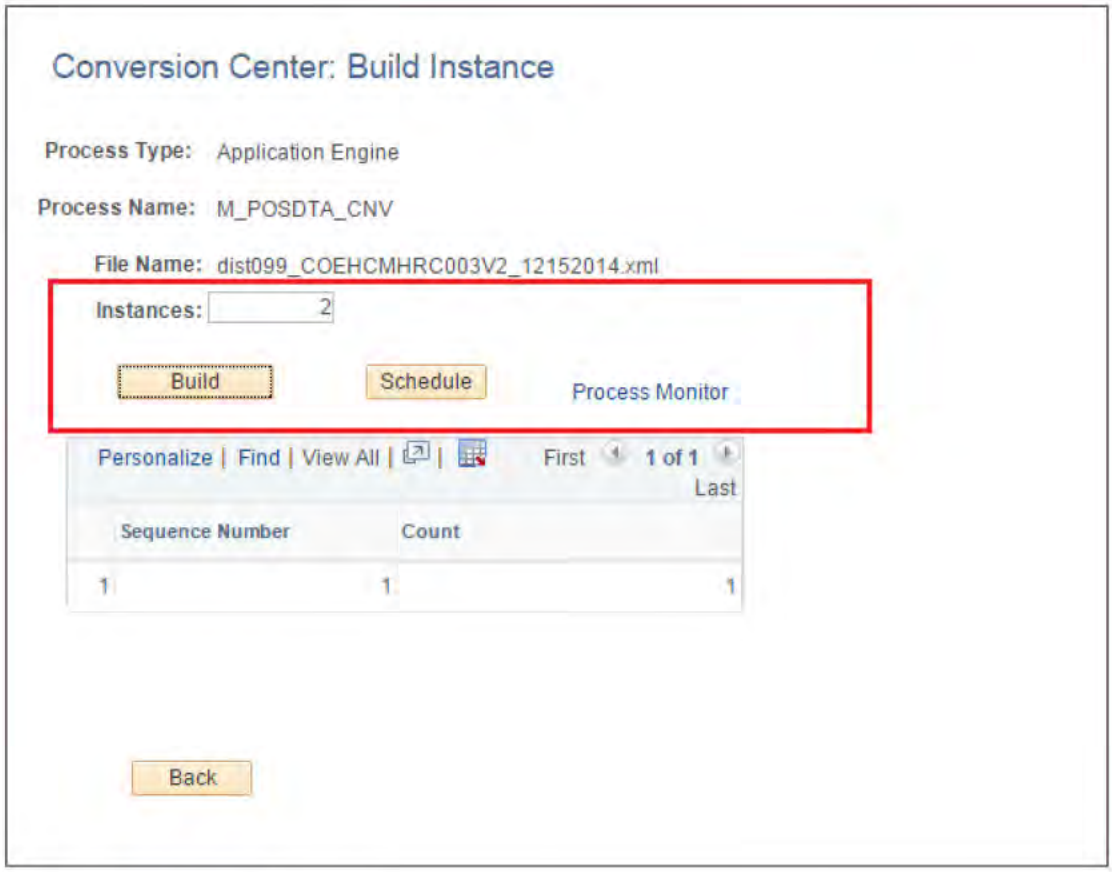
		*Title	Description
1	☑	Verify File	Verify that correct file is in correct location
2	☑	Default Position	Default position of '99999999' should exist for every district
3	☑	M_UNION_TBL	Make sure this custom table is populated with the district specific
4	☑	M_LOCN_XWLK	Insert data in this table. Data will come from Maria.insert into
5	☑	M_COA_XWLK	This is table from financials that needs to be loaded.
6	☑	Run these sqls	update ps_m_posdata_stg set m_fis_school = '00'||m_fis_school
7	☑	m_cday_position	populate for cdays
8	☑	Run STEP1 peopelcode	This step converts positions.
9	☑	STEP2 Peoplecode	This step converts cdays data. Make sure to change BU in select for
10	☑	REPORTS_TO	This comes from Lisa

NEXT

Step 3 Conversion Center: Load File – Every conversion is different, with different numbers of files to be loaded. This step allows the user to load one file at a time or multiple files at once. The users are able to see all the errors and number of rows loaded in this step. This step does not insert data into the PeopleSoft tables. Rather, it loads the data into staging tables for the end user to look at one more time before it is inserted into PeopleSoft. The diagram below shows the validation results for the PeopleSoft HCM Position conversion program.



Step 4 Conversions Center: Build Instance – During this step multiple instances of processes could be spun to help speed up the data conversion. This functionality is of tremendous use during go–live weekend when there are only 3 days to convert all the data files. The diagram below depicts the user running two processes of the PeopleSoft HCM Position Conversion program.



Fast Track Conversion Approach

Following a traditional ERP conversion methodology, State data would not be reviewed in the PeopleSoft system until specifications were written, conversions programs were developed, and converted data was loaded into PeopleSoft. With the CherryRoad Fast Track methodology, data conversions will be a center focus of the project, and the State technical developers are involved from day one. By following this approach, critical implementation activities including fit/gap analysis, configuration & unit testing, and software demonstrations are conducted using State data. By using including State data in these critical tasks, the project team will expedite knowledge transfer and improves decision making.

Since the purpose of the Fast Track approach is to expedite the decision making process, it is critical that we move quickly with the conversions. Because of this, we limit the scope of the fast track conversions to those master data elements that have the greatest impact on the business processes and the decision making around configuration and system design. These programs are carefully selected to provide the functional project team members with enough data to more effectively complete fit/gap analysis work sessions. The table below identifies the master data elements that will be included as Fast Track conversions.

Phase	Legacy Data	Application Functionality	Description
HCM	Employee Personnel Information	Personal Data	Provides employee information like name, birthdate etc. to process employee actions
HCM	Employee Work information	Job Data	Provides employee job information to simulate payroll and time and labor testing
HCM	Employee extra pay	Additional pay	Provides information on short term pay to demonstrate payroll

We recognize that there are notable master data elements that are not included in this list such as positions. For those data elements not included, CherryRoad will use the State RFP requirements and questionnaires to gather some initial data to enter a subset of values to facilitate the Fit/Gap Analysis work sessions.

With the scope of Fast Track conversions defined, the following are the steps that will be taken to extract and load the Fast Track conversions:

Step 1 Requirements – Prior to the start of the project, CherryRoad will distribute questionnaires to gather basic information to be used in the conversion processing.

Step 2 Configuration – Setup configuration is a pre–requisite to all data conversion activities. For our Fast Track approach we leverage the completed questionnaires and a predefined set of setup data.

Step 3 Data Mapping – In this step, predefined templates are provided to the State technology team to provide data in a particular format. These templates have been developed based on years of experience. They are comprehensive, yet no extraneous information required. The State team members will coordinate with department system owners to gather the data extracts.

A	B	C	D	E	F	G	H	I	J	K	L	M
EMPLID	BIRTHDATE	EFFDT	LAST_NAME	FIRST_NAME	MIDDLE_NAME	MAR_STATUS	MAR_STATUS_DT	SEX	HIGHEST_EDUC_LVL	NATIONAL_ID	ADDRESS_TYPE	ADDRESS1
177939	19890505	19921110	Abaroa	Maria	C	M	20000101	F	NA	111111111	HOME	111 charlie st
156141	19760101	19980915	Acero	Ruben		M	20010101	M	NA	222222222	HOME	111 Tony st
530415	19560101	20131217	Aceves	Gerisa		S	20020101	F	NA	786767676	HOME	111 Danny st

A separate document explaining each of the data columns will be provided to help the State technology team with the data extracts. Please refer below for an example

Column Name	Description	Type	Length	Format	Required
EMPLID	Employee Identifier	String	15	Mix	Yes
BIRTHDATE	Employee Birth Date	Date	10	YYYYMMDD	No
FIRST_NAME	First Name	String	25	Mix	Yes
LAST_NAME	Last name	String	45	Mix	Yes

Step 4 Data Conversion – In this step the data extracts provided by the State are processed and converted into the PeopleSoft system using the CherryRoad Conversion Center tool.

K-12 Implementation Considerations

CherryRoad is uniquely qualified to address the challenges of implementing PeopleSoft HCM in a K-12 environment. CherryRoad is currently the prime System Integrator for the San Diego County Office of Education (SDCOE) implementation of PeopleSoft HCM and Financials 9.2. The San Diego County Office of Education includes 55 K-12 school districts servicing hundreds of thousands of students. SDCOE has fiscal oversight of school districts and provides other required and optional services such as retirement reporting, credential auditing, intermediary between the State and the County of San Diego, County Treasury; and other various support functions. The County processes approximately 668,000 payroll warrants per year for approximately 72,000 employees. On average, 55,000 people are paid each month.

CherryRoad is in the process of completing a multi-wave deployment of the PeopleSoft applications. At this time, forty two (42) school districts are live on PeopleSoft Financials and twenty six (26) are live on PeopleSoft HCM. This month we successfully paid over 25,000 certificated and classified employees.

Through our experience at the San Diego County Office of Education, CherryRoad has learned that processing teacher pay is a tremendous challenge due to the myriad of business rules that must be factored in to correctly calculate gross and net pay. To be successful, the State of Hawaii project team must have meaningful Fit/Gap Analysis work sessions that challenge the system to meet the most complex K-12 business cases. The Fit/Gap sessions, must include converting a subset of the State of Hawaii's DOE position and job data, which CherryRoad will accommodate as part of our Fast Track Conversion approach (Attachment 10-3 Data Conversion Plan). We would then execute test cases for the complex requirements including teacher payroll, highly qualified teachers, and employees with multiple positions.

Several of the most complex business cases at SDCOE that may translate to the State of Hawaii DOE requirements are listed below. Our team will leverage our experience designing PeopleSoft to meet these business requirements, to solve similar design challenges for the State of Hawaii:

Credential Interface from California Commission on Teacher Credentialing (CTC) – The challenges of managing "Highly Qualified Teacher" licenses is similar to the challenges we faced at SDCOE regarding teacher credentialing. The CTC is the state agency that issues California credentials. Applications are submitted to the CTC and may take three to five months to be processed. During that time an applicant may be recruited and hired by the District. In PeopleSoft HCM 9.2 we have designed a process allowing the Credential department to easily access the documents from CTC to validate proper credentials. Expiration dates can then be used to notify the employee, managers and HR. The solution also includes the ability to hold pay checks for employees whose credentials have expired.

Certificated Contract Days – At SDCOE School Districts use "CDays" (Certificated Contract Days) to identify the number of days that the employee is contracted to work at the District for the current school year. A School District may have several Tracks, these Tracks state the number of days per month the position requires the employee to be at work, the month-by-month work days varies for each School Year.

Pay Rates for Certificated Employees - PeopleSoft breaks down the Pay Rates on Job Data by using 260 days or 2080 hours. These numbers are then displayed on the Compensation page. Contracted Employees (CDays) work days are varied, for example, an employee may work 185 days a year or 209 days a year. When the daily rate is calculated, PS uses the delivered 260 days. The daily rate will then be displayed incorrectly, as in the example above, the annual rates should be divided by 185 or 209 to get the actual daily rate.

Deduction override - Benefit deductions and general deduction are setup to be taken on a monthly basis. The districts, for various reasons, require the capability to stop a deduction. The most common reason for stopping a deduction is during months employees are not paid. There may also be instances, during normal pay periods, where deductions are not taken.

Benefit Proration - Less than full-time employees have their benefit deduction amount prorated based on their Full Time Equivalent ratio. CherryRoad implemented a solution at SDCOE where a benefit proration process is run to recalculate the benefit deduction amount for less than full-time employees. It then creates a one-time deduction override for the new pro-rated amount.

Absence Accrual and Leave Processing - Absence is typically predicated on using delivered fields such as standard hours to base accrual of leave time for full time equivalent employees. Legislation in California has dictated that less than full time employees may now accrue leave. As a result, Standard Hours may not be accurate as the basis for absence accrual for less than full time employees. Likewise, the hire date for a position may not be the original hire date for the company. Thus, Absence qualification needs a unique date field for absence qualification. CherryRoad developed a solution for SDCOE where eligibility data and absence accrual hours' basis can be captured. Absence Management then accrues leave balances on eligibility and accrual hours' basis. Absence Management then forecasts leave balances based on eligibility and accrual hours.

Time and Labor Approval by school location - Substitute teachers randomly teach at various school locations during a work week. At SDCOE each school location has its own time approver. Visibility of time for the time approver must be limited to the time approver's school location. CherryRoad has developed time entry and approval workflow where time reporters enter school location for time entry and the PeopleSoft workflow engine routes that time to the school location for approval.

Time and Labor third-party integration - Third party systems are commonly used to enter time for hourly employees including substitutes. The districts prefer to export the data from their third-party systems and have the time loaded to PeopleSoft Time and Labor transparently. CherryRoad has implemented a time entry upload process where this third-party time can be posted to PeopleSoft reported time, approved, and move to payable time for payroll processing.

Certificated Deferred Summer Pay - 10 and/or 11 month employees do not receive regular pay in July and/or August. CherryRoad has implemented a business process at SDCOE where the SDCOE job record contains a schedule which indicates that an employee is not to receive pay in a summer month. Payroll processing determines if the employee is to be paid in the current monthly cycle. If the employee is not to be paid that month, the process puts the employee on a short work break so that no paysheet is created for the employee.

10/12 Net Pay Deferral – At SDCOE Deferred Net Pay (DNP) is offered to employees on a 10/12 or 11/12 monthly process. This process allows for 10 or 11 month employees to have an option of receiving 12 months of pay. Once set up in the Payroll system as 10/12 employee, the system deducts 16.66% of employee's net pay each month and this amount is stored as a Fiscal Year balance. The Payroll system releases the funds into two equal amounts in July and August for the employee. The solution complies with California Department of Education EDCODE and IRS rules and regulations regarding the deferred pay percent for certified and classified employees and the constructive receipt of payments.

Teacher union dues are capped on a monthly basis and an annual basis - At SDCOE teacher union dues are collected each month from employees. The deduction is a percent of pay. CherryRoad developed the business process where if the derived deduction amount exceeds the monthly cap, the deduction is limited to the cap. Likewise, once the annual cap is reached, the deduction is stopped altogether.

RICE Development (Reports, Interfaces, Enhancements) Approach

CherryRoad team members have an extensive background in the development and implementation of RICE development items in PeopleSoft Implementations. As described in Attachment 10-1 Detail Work Plan, CherryRoad will complete a series of deliverables that will lead the project team through the implementation process. In regards to Technical tasks, the CherryRoad team will complete the following deliverables.

Stage 2 Design and Build

Planning Deliverables – CherryRoad will develop six (6) RICE planning deliverables for the State's review and approval.

1. T3 Reporting Plan
2. T4 Integration Plan
3. T5 Conversion Plan
4. T6 Enhancement Plan
5. T9 Portal Configuration Plan
~~4.~~6. T11 Application Security Plan

Development and Unit Test – CherryRoad will conduct eight~~six~~ (6) cycles of development with each cycle resulting in a development release made available to project team members that supports corresponding implementation activities including Fit/Gap Analysis work sessions, System Design work sessions, and the execution of test cycles including System, Integration, and User testing.

1. T1 Release 1 Conversion
2. T2 Release 2 Integration
3. T7 Release 3 Development
4. T8 Release 4 Development
5. T14 Release 5 Development
6. T15 Release 6 Development
7. T18 Release 7 Development
~~6.~~8. T20 Release 8 Development

Upon the completion of development and unit testing, the RICE development objects will be further tested during the System, Integration, and User testing cycles. The CherryRoad development team will perform bug fixes as required to address development issues that surface during these cycles of testing.

Relevant K-12 Implementation Considerations

As an example of CherryRoad's RICE development experience the State has requested three examples of interfaces, enhancements, and reports that CherryRoad has developed for our Government and/or K-12 clients. As mentioned above, CherryRoad is currently engaged at the San Diego Office of Education. Our technical team has completed the following RICE development objects.

Interfaces

1. Payroll Positive Pay File interface to bank
2. Substitute / Hourly employee interface to third-party time reporting system
3. Time and Labor load from third-party time reporting system
4. Benefit vendor interface from payroll to third party providers
5. Credential Interface from California Commission on Teacher Credentialing

Customizations

1. Certificated Deferred Summer Pay for 10 and 11 month employees
2. 10/12 Net Pay Deferral
3. Compensation for 10 and 11 month employees
4. Certificated Contract Days
5. Pay Rates for Certificated Employees
6. Absence Accrual and Leave Processing
7. Benefit Proration
8. Deduction Override

Reports

1. Payroll Expenditure Report
2. Credential expiration notification report
3. Cash Balancing reports

Data Integration Approach

Data Integrations enable PeopleSoft Enterprise applications to work seamlessly with other PeopleSoft Enterprise applications or with third-party systems or software. Integrations between PeopleSoft modules are supported by software tools such as Application Engine with staging tables or Component Interfaces. However, integrations between PeopleSoft modules and third-party systems are ideally handled by the PeopleSoft Integration Broker tool. Different from a point-to-point interface, an integration utilizing Integration Broker integrates multiple systems by using web services.

For data integrations, the CherryRoad preferred approach is to use PeopleSoft delivered methods whenever possible. This includes using PeopleSoft Integration Broker web service operations or delivered batch processes. Inbound transactions in the form of XML messages or files will be passed through a PeopleSoft Component Interface or a PeopleSoft staging table and process to ensure all business logic is enforced. Outbound transactions will share data based on data security and business rules in the form of XML messages and files if necessary. Developing custom interfaces will use PeopleSoft modeled best practices/methods and occur when delivered interfaces are not available.

CherryRoad recommends the State follow these principles and standards for the project:

- There should be no direct updates to PeopleSoft transaction tables. Inbound interfaces will use a PeopleSoft Component Interface or a PeopleSoft staging table and delivered processes that enforce business edits, rules and logic.
- Data Security including authentication/authorization, row level, and encryption where needed should be enforced at all times (inbound and outbound).
- Access to PeopleSoft transactions should primarily be through PeopleTools Integration Broker via web service operations or files.
- Error logging and processing must be built into each interface.
- Inbound transaction will be processed in the appropriate sequence to support the business logic.

The steps to completing the data integrations are as follows:

- Step 1 – Define the data integration requirements.
- Step 2 – Analyze the individual integration requirement.
- Step 3 – Evaluate integration tools (Integration Broker, Component Interface, Application Engine, SQR).
- Step 4 – Develop an Integration Agreement with the department or third party.
- Step 5 – Build the integration.
- Step 6 – Test the integration within the context of the full business process.
- Step 7 – Develop an Integration Control Document

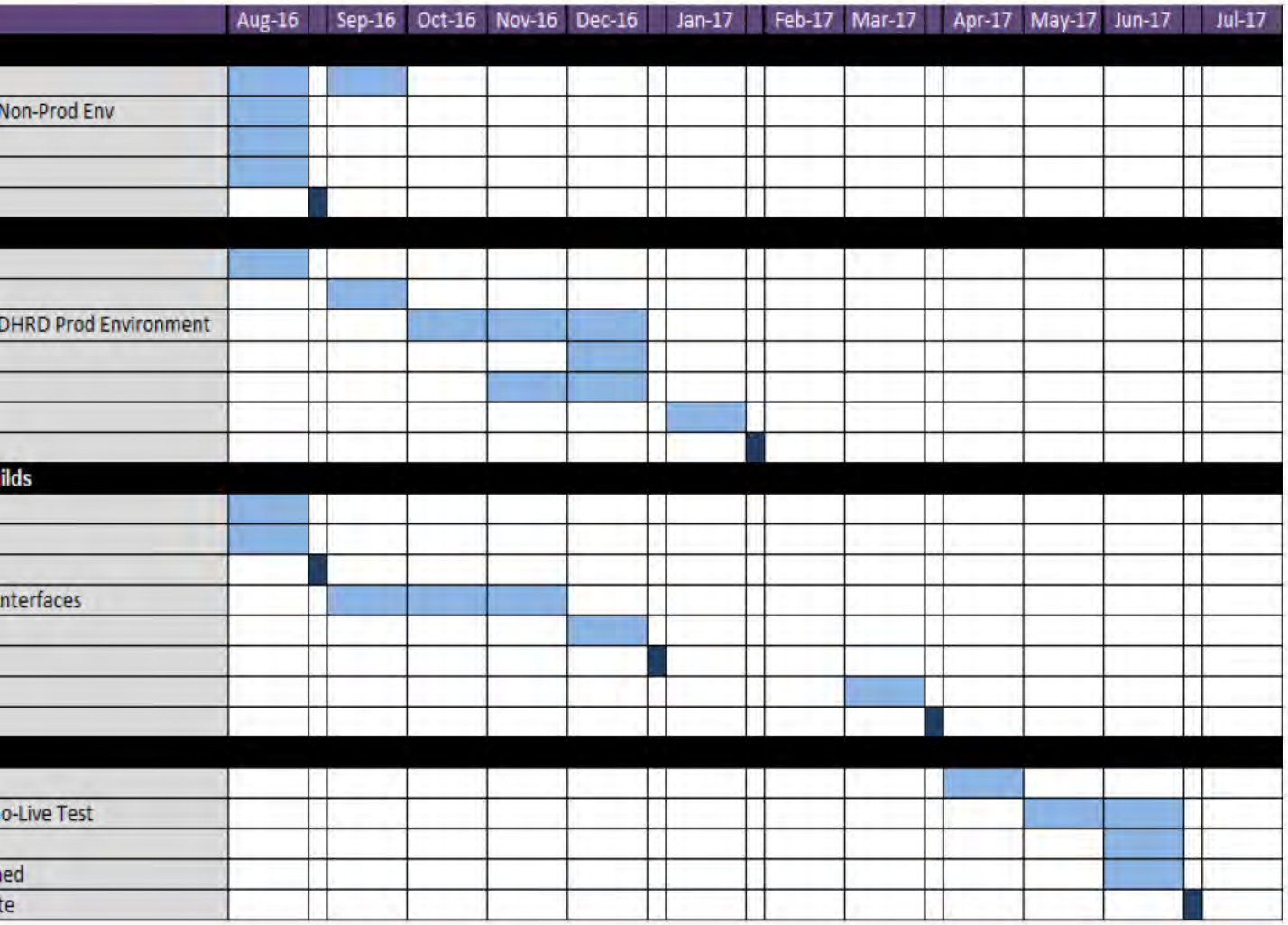
Production Migration Considerations

CherryRoad's implementation approach is to utilize the State's existing DHRD PeopleSoft installation, implement the Payroll, Absence Management, and Time and Labor modules, and then interface data from several State departments including the Department of Education, Judicial, Legislative, and the University of Hawaii into the PeopleSoft HCM system. One of the challenges with this approach will be a series of three transitions which the project team must plan for carefully.

1. Copy the DHRD PeopleSoft production environment to the CherryRoad non-production hosted environment to be used for the EPS implementation activities, and maintain that ~~that~~ environment with DHRD product data and metadata changes
2. Transition the DHRD PeopleSoft Installation to a CherryRoad hosted environment prior to the EPS go-live.
3. Switch department interfaces and business processes over from DAGS to the PeopleSoft System

CherryRoad anticipates the most technically challenging of these transitions will be numbers 1 and 2. The schedule below depicts the requisite tasks to transition the DHRD PeopleSoft installation to the CherryRoad hosted environment.

ment to Host


Aug-16
Sep-16
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Mar-17
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Non-Prod Env
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Transition to CherryRoad Data Center

1. Initiation

- Discovery - Perform an "As Is" assessment of State of Hawaii's infrastructure and software architecture (Point A).
- Analyze the "As Is" system and formulate the "Future State" infrastructure and software architecture (Point B).
- Draft a project plan to transition from Point A to Point B. Obtain State of Hawaii's approval of the time line.
- Establish infrastructure for non-prod environments at data center in Sacramento, CA, and conduct connectivity test from Sacramento to client site.

2. DHRD Platform Migration

- Procure production hardware and plan build out of production data center in Hawaii.
- Establish infrastructure for production environments at data center and conduct connectivity test from data center in Hawaii to client site.
- Build out State of Hawaii's production PeopleSoft environment for DHRD.

3. Non-Prod Environment Builds

- Pass 1. Install PeopleSoft DEMO environment.
- Pass 1. Obtain a complete copy of the current PeopleSoft production environment through RMAN backups, file system backups, etc.
- Pass 1. Build DEV environment. Build out State of Hawaii's non-production system on CherryRoad hardware at the data center in Sacramento, CA.
- Pass 1. State of Hawaii verifies that all systems function at a high level. This pass does not include interfaces to third-party or internal systems, but only verifies inter product suite service operations and verifies CherryRoad's understanding of State of Hawaii's system.
- Pass 2. Managed Services will work with project team on interfaces to third-party and internal legacy systems to ensure DEV environment is configured properly to support the interfaces. When TST is built, environment configurations changes for interfaces to the third-party or legacy site are migrated from DEV environment. Printer connections to the customer's site are established and verified. SFTP/FTP sites for flat file transfer are setup and verified. External facing servers are set up and verified. Digital certificates are applied as necessary. State of Hawaii executes a full set of end-to-end test scenarios to verify the functionality of the system including interfaces to third-party and legacy systems. Issues are identified and resolved.
- Pass 3. User Acceptance Testing – The User acceptance phase will include complete testing of transition to hosting applications. Load balancers are setup and verified. All production migrations and cutovers will require State of Hawaii sign-off/approval before deploying to production.

4. Deployment

- Cutover planning. Once the cut-over process has been documented in a step by step process with actions and responsibilities assigned at the technical level then it is merged with the business processes that must take place at cutover and the go-live weekend functional verification process. This includes both the hosting transition and implementation tasks.

- CherryRoad and State of Hawaii's technical staff will perform one or more cutover tests to document the timing of each step. Where necessary scripts will be developed to expedite the process and remove as many manual steps as possible.
- Production cutover is executed. Once verified as successful by the functional teams, a cold backup is performed prior to release to the users.
- Legacy production is shutdown but not retired until the cutover production environment is verified as in a "Do not return" status.
- Refresh non-production environments from a copy of production during the production cutover. Projects in flight are copied to files or to the customer's version control system, and then reapplied.

Knowledge Transfer Approach

To meet the objectives of RFP Section 5.5 Knowledge Transfer Objective, CherryRoad project team members will partner with their State counterparts throughout the project to pass along experiential knowledge and skills so State project team members are confident and competent in supporting the new PeopleSoft system following the deployment go live dates. Much of the knowledge transfer will occur "organically" within the context of getting the work done, but some formal coaching will be provided as needed.

CherryRoad has found knowledge and skills tend to be retained longer and more easily recalled when client counterparts take an active role in their own learning and development. Therefore, CherryRoad will expect State project team members to take a self–directed learning approach to their acquisition of knowledge and skills throughout the project. Specifically, CherryRoad will recommend that each State project team member work with their counterpart and the project management team to map out their learning track and manage the documentation of their growth through the stabilization period.

Below is an outline of the proposed Knowledge Transfer Approach for the State of Hawaii PeopleSoft HCM 9.2 implementation project.

Knowledge Transfer Task	Roles
Identify Project Team Members - CherryRoad will collaborate with the State project management team and team leads to identify which State team members will be coached and mentored formally, and informally, throughout the project.	Lead: State Program Manager Support: CherryRoad
Develop Individual Learning Plans - The State leads will work with their team members to draft their initial learning plans based on knowledge transfer activities identified by CherryRoad. These activities will form the baseline knowledge transfer subject areas for each team. It should be made clear that CherryRoad does not envision State staff creating their personal learning plans independently. Rather, CherryRoad suggests the initial creation of the personal learning plan in a collective working session led by State team leads and supported by CherryRoad.	Lead: State Leads Support: State Program Manager and CherryRoad
Complete Initial Self–Assessment - State project team member will complete an initial assessment of their skills based on the initial Knowledge Transfer Activity Schedule. This baseline assessment will be used to measure their growth throughout the project. The initial self–assessment could be completed during the Personal Learning Plan workshop described above.	Lead: Project Team Member Support: State Program Manager and CherryRoad
Document Individual Development - State project team member will record the completion of scheduled knowledge transfer activities throughout the project. A knowledge transfer scorecard will be used to track individual development for each State project team member.	Lead: Project Team Member Support: State Program Manager and CherryRoad
Check Ups and Assessments - The State Program Manager, with support from team leads and CherryRoad, will review individual learning plans to ensure formal, as well as informal, knowledge transfer is taking place. State project team members will perform self–assessments at designated points	Lead: State Program Manager Support: State Team Leads

Knowledge Transfer Task	Roles
the project, generally at the end of project stages.	
Updates to Learning Plans - The Knowledge Transfer Activity Schedule is expected to evolve over the course of the project. As State project team members learn new concepts and skills related to the PeopleSoft system, they may determine they would like to learn more about the system as it pertains to their long term role. Therefore, State project team members can request additional topics be added to their individual learning plan at any time during the project. The request will go through the State Program Manager and be discussed with CherryRoad to determine the relevance of the new content. If approved, the staff member's learning plan will be updated.	Lead: Project Team Member Support: State Program Manager and CherryRoad

The main focus and emphasis of knowledge transfer is to create institutional knowledge about the new system so the State can take the lead support role during Stage 7 – Support. CherryRoad and the State must also recognize State project team members will not be experts on PeopleSoft or the related new business processes and rules on Go-Live day, but knowledge transfer is expected to create a firm foundation of knowledge and experience throughout the project so the State ramp up time is quick, efficient, and effective.

Project Management

CherryRoad's Project Management Methodology is built on our experience with successful implementations of PeopleSoft implementation and upgrade projects over the course of 30 years. Our experience of planning and managing hundreds of complex and multi-phased projects – has taught us significant lessons learned about what works best in the world of Project Management. Our Project Management Methodology is based on Project Management Institute (PMI) standards; which has defined the standards used by most organizations. The project management methodology provides a rigorous structured process for successfully delivering Project Management.

Our Project Management Methodology (PMM) is built on PMI standards and addresses:

- PMO Office and Project Governance
- Project Management Plan – Methodology
- Project Plan and Schedule Management – Execution
- Scope Management
- Decision Management Plan
- Issues Management
- Risk Management
- Quality Management
- Communication Management Plan
- Management Meetings
- Documentation Management
- Deliverable Review and Signoff
- Project Closure Process

CherryRoad's Project Management Methodology provides the structure and governance for a project from start to finish. Our project management executes the consistent project management approach which is followed throughout the project lifecycle. Below is a table that represents a high–level overview of the major goals, activities and deliverables included within CherryRoad's Project Management Methodology.

CherryRoad's Project Management Methodology		
PMM Components	**Activities**	**Outcomes**
PMO, Project Governance and PMM The structure of the PMO, Governance and CherryRoad's Project Management Methodology	• Conduct overview sessions with project leadership to discuss and present CherryRoad's recommendations for the PMO, Project Governance. • Presentation of the PMM standards and methodolgoy • Overview of the Project Prep activities	• PMO Description Confirmed • Governance Recommendation • PMM Overview Presentation • Implementaion Readiness Workshop Agenda & Presentaton
Implementation Readiness Workshop Identify management objectives, confirm project scope, clarify team roles and responsibilities, review key project strategies, develop team relationships and create a shared project scope and goals	• Conduct executive and key stakeholder Interviews to confirm project objectives and critical success factors • Review project management methodolgy, standards, PMO and Governance • Confirm project scope, team roles and responsibilities, project management controls and processes • Conduct project Risk Assessment and define mitigation strategies	• Implementation Readiness Workshop • Preliminary Project Plan • Fit Gap Session Schedule & Agendas • Project Management Standards • Deliverables approval and signoff process • Project Kickoff Meeting Agenda
Project Plan and Schedule Management Create a project plan with the right level of detail to easily communicate the tasks, schedule and assignments	• Develop detailed Project Plan based on the defined approved Gap Resolutions selected and approved by State leadership • Project Schedule maintenance to update and report project schedule changes, progress and status	• Detailed Project Plan • Ongoing management of project plan/schedule and regular communication of project status
Scope Management Manage scope control to verify that changes are analyzed and approved by management before any changes are made to the project, thus ensuring that the scope is controlled with proper justification and planning.	• Review and confirm Scope Mangagement which defines clearly responsibilities and processes by which changes to project scope are approved • Communicate Scope Management process to project team and key stakeholders • Change Requests and justification must be submitted to the State Program Manager for review and approval • Only Change Requests that have	• Management review, approrval/disapproval and signoff of approved Change Requests • Revised scope if necessary • Ongoing change request reviews and signoff process

CherryRoad's Project Management Methodology		
PMM Components	**Activities**	**Outcomes**
	management approvals will be acted upon by project team members	
Deliverable Review and Signoff Process Process to review and verify deliverables are approved prior to assignment to team member and confirmation that the final deliverable meets agreed to design	• Standard process is used to verify that each deliverable is reviewed with the State's management prior to development to verify requirements will be addressed • At the conclusion of development, the State Program Manager reviews the deliverable and assesses if the deliverable meets previously agreed to design	• Deliverable review and design agreement prior to development • Completed deliverable review and acceptance process to confirm deliverable meets agreed design • Ongoing deliverable review and signoff process
Risk Assessment and Management Establish and document a clear understanding of current project risks, business challenges, organizational obstacles, competing projects and other potential project risks	• Our Risk Assessment and Management Plan will be reviewed and updated after the conclusion of the Project Initiation • Risk Management Plan clearly defines your project risks, identify the potential for those risks to become realities, and provide you with effective risk mitigation options • Risk Assessment Reviews are conducted throughout the project to ensure risks are mitigated and issues are minimized	• Risk Assessments • Risk Mitigation Strategy and Plan • Ongoing Risk Assessement Reviews
Issues Management Our issues management processes enable all team members and leadership to view each step of the process and ensure that resolution is achieved. We use our Implementation Tracker tool to manage the issues online.	• Visible Issues tracking and management process and tools are used to resolve issues as they are identified • Tools are available to all project team members, key stakeholders and management to determine the status of each issue online via Implementation Tracker	• Issues are tracked and managed online which provides access and viisibility to the team and facilitates effective resolution
Decision and Action Management Our approach to managing the broad spectrum of decision and actions that occur during a large complex project that tracks important details and provides an approach to manage these aspects	• Not all decisions need to be logged, but the decisions that facilitate completion of project work will be required to be logged and tracked frequently throughout the duration of the project. • The PMO will define which decisions need to be logged for record and reference. • Actions are planned and tracked to make sure planned actions identified from any planning discussion or session is followed to completetion	• Decisions and Actions are tracked and managed online which provides access and visibility to the team and those interested in Decisions made and status of assigned Actions

CherryRoad's Project Management Methodology		
PMM Components	**Activities**	**Outcomes**
Communication Management Plan A plan for developing the strategy and approach to communicate project activities and impacts to the organization at the right time and in the right way	• A high–level communication strategy will be developed to manage the internal and external project communication efforts • Using the communication strategy the project team understands the process and goal to keep the organization aware of the project impacts to the organization as a result of the implementation	• High Level Communication Strategy for key stakeholders • Ongoing project communication plan and process
Documentation Management The Document Management Plan is designed to facilitate collaboration and communications among team members throughout the project	• The plan calls for the consistent use of shared drives, filenames, and templates.	• Documentation available online allows all interested project team members and participants access to the project information
Project Closure Process At the conclusion of the project we need to orchestrate the effective transition project management, technical and functional activities to our Client counterparts in a way that verifies all activities in process are well documented, communicated and transitioned to your organization's production support team	• Technical and functional consulting team documents status of current assignments • Documentation of customizations are reviewed to verify documentation is complete • Transition plans are developed for each team member and reviewed with their client counterpart. • Knowledge transfer assessments are conducted to identify any gaps • A formal project closure meeting and presentation is conducted to review the project, lessons learned, successes of the project	• Project Closure Report that defines the final status of the project, outstanding issues, risks, change requests and planning recommendations

This response provides an overview of our methodology and within the descriptions of our services contained in ***Section II. Scope of Service/Narrative of Proposed Services*** is provided a more comprehensive description of our Project Management Methodology and processes; please see that section for a more comprehensive response.

Enhanced End User Training Approach

~~For the State of Hawaii EPS implementation CherryRoad's end user training approach aligns with RFP Section 5.6 Enhanced End User Training Objective. The Education/Training Program is made up of various components that directly align with the seven stages of CherryRoad's implementation methodology that is described in Attachment 10-1 Detail Work Plan. Our methodology has built in best~~

~~business practices with applied standard PMBOK project guidelines and is designed specifically for our PeopleSoft Education and Government projects. This methodology also ensures the design, development and deployment of an effective Train the Trainer program. In using this approach, we are able to work hand-in-hand with other members of the implementation team to ensure the development of accurate, role specific, procedural, and declarative training materials.~~

The CherryRoad revised Education/Training program replaces the previously proposed Train-the-Trainer program with a CherryRoad delivered end user training. During the Payroll Process Phase CherryRoad will provide 4 days of payroll related end user training to 100 State of Hawaii employees. During the Time and Attendance Phase, CherryRoad will provide 3 days of related end user training to 300 State of Hawaii employees.

CherryRoad's Training Methodology

The table below provides a high-level description for the activities identified within each of the five-phase of the CherryRoad methodology in the aforementioned chart. It is essential that the State and CherryRoad project team members work together in true partnership during all phases of the training program. Team members will be required to participate in several key activities, deliverables, and/or work products throughout the duration of the project. The first two columns in the table below identify in what implementation Stage the deliverable will be completed. The second column provides a brief description of the EUT key activities, deliverables, and work products that are generated during the phase. The final two columns identify the level of responsibility. Two (2) roles have been associated to each key activity, deliverable, or work product: Accountable or Contributor. The third column depicts CherryRoad's role (A or C) and the last column depicts the State's role (A or C).

Project Stage	Training Activities/Deliverables	CherryRoad Role	State Role
Stage 1 – Analysis	**O1 Project Team Training Plan:** CherryRoad Organizational Change Management Lead develops a training plan identifying the product courses and attendees for the project team training.	A	C
	O2 Project Team Training State Project Team members complete assigned Oracle module training to be conducted at the State of Hawaii by CherryRoad product trainers.	A	C
	Training Strategy & Assessment Plan: This document provides a high level overview of EUT requirements related to: • User Skill Set Groupings • Audience Measurement • Facility Requirements • Content Requirements • Training Delivery Options • Training Timeline • Training Constraints	A	C

Project Stage	Training Activities/Deliverables	CherryRoad Role	State Role
Stage 2 – Design & Build	**O8 End-user Training Plan**: This document addresses five fundamental training questions in further detail as a result the Training Strategy & Assessment Plan. The five questions are: • Who needs to be trained? • What do they need to learn? • When do they need training? • Where will they receive training? • How will the training be delivered?	A	C
	O8 End-user Training Curriculum Plan: This document serves a blueprint for training developers during training material development. The document is based on the result of Curriculum Sessions held with implementation team members and subject matter experts. The goal of these sessions is to ensure the appropriate subject matter is incorporated into the training material.	A	C
Stage 3 – Test	**O9 End-user Training Materials:** CherryRoad will use Oracle's User Productivity Kit (UPK) as the training material development tool. The following materials will be produced for each EUT course. • End-user Training Manuals • Instructor Syllabus or Instructor Guide • Customize UPK Training Scripts • PeopleSoft Training Exercise Database • Online Training • Job Aids or Classroom Handouts	A	C
	O10 End-user Training Delivery Plan: This document pulls key elements from the EUT Plan and the Training Curriculum Plan for training execution. This document includes: • Final Course Catalog • Train-the-Trainer Schedule • EUT Schedule/Calendar • Enrollment processes and procedures • Instructor preparations and checklist • Facility and equipment troubleshooting	A	C

Project Stage	Training Activities/Deliverables	CherryRoad Role	State Role
Stage 4 – Interfaces Deployment	**O11 Interface End User Training Delivery:** End-user Training delivery will be offered in several formats, depending on the nature and complexity of the material. • Instructor Led Classes will be recommended for courses that contain a greater degree of complexity • Online Web-Based training will be recommended for business processes that are relatively simple and easy to learn • Auditorium Sessions will be used as instructor-led "training orientation" sessions focusing on system concepts, such as: understanding cross module touch-points and integration workflow.	A	C
Stage 5 – DOE Deployment	**O12 DOE End User Training Delivery:** End-user Training delivery will be offered in several formats, depending on the nature and complexity of the material. • Instructor Led Classes • Online Web-Based training • Auditorium Sessions	~~C~~A	~~A~~C
Stage 6 – PCS Deployment	**O13 PCS End User Training Delivery:** End-user Training delivery will be offered in several formats, depending on the nature and complexity of the material. • Instructor Led Classes • Online Web-Based training • Auditorium Sessions	~~C~~A	~~A~~C

Business Process Re-engineering Approach

Included in the CherryRoad deliverable based implementation approach is a Business Process implementation track. The primary purpose of our Business Process implementation track deliverables is to implement business process change to align the State business processes with the application functionality available in the PeopleSoft HCM 9.2 system. The process will be aided by the completion of the Functional implementation track deliverables that will lead the team through Analysis, Design and Build, and Test. Through the completion of the following eight (8) deliverables, the project team will lead the State through the steps to re-engineer its business processes to align with the PeopleSoft HCM 9.2 system.

1. B1 Review PeopleSoft Business Processes
2. F2 Release 1 Fit/Gap Analysis
3. F3 Release 2 Fit/Gap Analysis
4. B2 Business Process Re-engineering Plan

5. ~~F6~~ F7 Final System Design
6. B3 Draft "To Be" Business Processes
7. F10 Integration Test Cycles
8. B4 Final "To Be" Business Processes

Step 1 – B1 Review PeopleSoft Business Processes. In preparation for the F2 Release 1 Fit/Gap Analysis, CherryRoad and State team members will perform a joint review of the delivered PeopleSoft HCM 9.2 business processes. The PeopleSoft business processes are cross-functional flow diagrams that will serve as the starting point for the State's business process design.

Step 2 – F2 Release 1 Fit/Gap Analysis. The project team will complete the Release 1 application configuration as described in the F1 Requirements Analysis deliverable. CherryRoad will leverage delivered PeopleSoft business process documentation as an accompaniment to better facilitate the fit/gap sessions. During the sessions, the project team will analyze the State's business processes by processing those State requirements defined by the F1 Requirements Analysis deliverable using the Release 1 Configuration. Following the Release 1 Fit/Gap Analysis work sessions, the project team will document the business process gaps and gap resolution options, including opportunities to change the State's business processes to better fit the delivered software functions.

Step 3 – F3 Release 2 Fit/Gap Analysis. The project team will complete the Release 2 application configuration as described in the F1 Requirements Analysis deliverable. CherryRoad will leverage delivered PeopleSoft business process documentation as an accompaniment to better facilitate the fit/gap sessions. During the sessions, the project team will analyze the State's business processes by processing those State requirements defined by the F1 Requirements Analysis deliverable using the Release 2 Configuration. Following the Release 2 Fit/Gap Analysis work sessions, the project team will document the business process gaps and gap resolution options, including opportunities to change the State's business processes to better fit the delivered software functions.

Step 4 – B2 Business Process Re-Engineering Plan. The B2 Business Process Re-engineering Plan will describe in detail the tasks that will be performed to finalize the State's future state "To Be" business processes. The deliverable will describe the scope of business processes to be analyzed, the method by which these business processes will be designed, the process for approving changes to the State's business processes, and the method for communicating business process changes to the State's impacted stakeholders.

Step 5 – ~~F6~~ F7 Final System Design – The ~~F6~~ F7 Final System Design deliverable is a document and project milestone marking the completion of the application configuration for all departments and the scheduled development of the Release 4 RICE development items. The project team will incorporate the State's workflow, security, portal, and integration variables into the enterprise and department business processes to confirm the business process design. The project team will conduct a series of system demonstrations to show how the configured application meets the State requirements and the gap resolutions. Completion of the ~~F6~~ F7 Final System Design deliverable will serve as entrance criteria for the project team to enter the Test stage of the project and complete the B4 Draft "To Be" Business Processes deliverables.

Step 6 – B3 Draft "To Be" Business Processes – The deliverable will represent the updated State business processes following the configuration and analysis of enterprise and department business processes during the Fit/Gap Analysis and System Design deliverables. The deliverable will define the following for each State business process that is included in the scope of defined by the B2 Business Process Re-engineering Plan:

1. Centralized roles and responsibilities
2. Departmental roles and responsibilities
3. Detail cross–functional flowchart (business process flows with swim lanes)
4. Business rules and corresponding PeopleSoft application guidelines

Step 7 – F10 Integration Test Cycles – During the Test stage, the State and CherryRoad project team members will conduct System and Integration testing, and will have two more opportunities (Development Release 5 and Release 6) to adjust the application design if the State wishes to make a change. However, it is our expectation that the application configuration will not materially change due to the repeated cycles of configuration and analysis. Completion of the F10 Integration Test Cycles deliverable will serve as entrance criteria for the project team to complete the B4 Draft "To Be" Business Processes deliverables.

Step 8 – B4 Final "To Be" Business Processes – The deliverable will represent the final version of the State business processes following the configuration and analysis of enterprise and department business processes during Development Releases 5 and Release 6. The deliverable will define the following for each State business process that is included in the scope of defined by the B2 Business Process Re-engineering Plan:

1. Centralized roles and responsibilities
2. Departmental roles and responsibilities
3. Detail cross–functional flowchart (business process flows with swim lanes)
4. Business rules and corresponding PeopleSoft application guidelines
5. Enterprise system integration

With the completion of B8 Final "To Be" Business Processes deliverable the State will go into User Testing and End User training with completed "To Be" Business Processes. After six cycles of application configuration and development, and the eight (8) deliverables listed above the State will be confident in the deployment of the re-engineered "To Be" business processes.

Organizational Change Management Approach

CherryRoad has proposed an implementation plan that will address RFP Section 5.8 Organizational Change Management (OCM) ~~Objective~~ Requirement. See Attachment 10-6 for the initial high level Organizational Change Management Plan. Below is a table that describes the major components of the Organizational Change Management Plan. Each of these activities involves a variety of project and non-project team members.

In addition, the Offeror should include all OCM costs in its BAFO response.

In response to the request for BAFO, CherryRoad has made two significant change to the Organizational Change Management Approach.

- CherryRoad has increased the participation of OCM resources in the CherryRoad staffing plan by over 40%
- CherryRoad has added two local Pacxa OCM experts with State implementation experience to improve the quality of our change management and communications activities.

Activity	Description
Change Leadership Network	• This is the process that establishes a change leadership and change agent network capable and responsible to engage their employees and lead their organization through resulting changes. The Change Champion leads the work of the Readiness Team and supports the project.
Communication and Change Management	• The communication plan provides a schedule of communication to address the change impacts each stakeholder group will experience; the timing, messages, sender and media are all considered. • The change management plan includes events to move stakeholders through the change adoption curve. • Both of these efforts are informed by the Stakeholder analysis which identifies key stakeholder groups, change impacts, level of impact to success of the project, and the level of their change capacity
Business Process Redesign and Change Impact Analysis	• Business processes redesign is a major effort where processes are reviewed, redesigned, mapped, and change impacts are identified. • As additional impacts are identified throughout the project, the impacts are added to the Change Impact Analysis and addressed. • This impact analysis is input to the Communication and Change Management plans and schedules.
Department Readiness Program	• A team-based readiness approach to provide Departments with tools, education, and support to help them prepare for "Go Live." The approach includes a dashboard to monitor and measure each department's level of readiness. Major activities include: • Sessions will be provided to prepare end users and managers for next phase project tasks/activities: • Organizational Design Assessment provide skill requirements for standard end user roles required to support financial functions like, GL, AP, PO, etc. • The Workforce Readiness Workshops/Labs where end users will work through end to end processes ("Day in Life") processing.
Training and Knowledge Transfer Plans	• This activity includes definition of Training requirements, development and delivery of training programs to train management, users, technical support and production support. • The plan also defines the recommended training approach and schedule.

Availability of Templates

CherryRoad has an extensive library of templates including specifications, test scenarios, queries, and RICE objects. CherryRoad project team members will have access to these templates and will apply them to the State of Hawaii project as needed.

6.3.1.1 Detailed Implementation Services Requirements Response

Implementation Services Requirements are listed in "Appendix E-1, Detailed Implementation Services Requirements (Section 2.0)." When responding to the Implementation Services Requirements, Offerors must complete the response tables in this section and include them as part of "Attachment 9: Responses to Implementation Services Requirements" of their Offer.

*The tables in "**Section 2.0, Appendix E-1, Detailed Implementation Services Requirements**" identify the roles and responsibilities associated with the services.*

An "X" is placed in the column under the party that will be responsible for performing the task.
The columns on the tables include:

- *Offeror — Offeror and designated subcontractors.*
- *State — State employees and other supporting contractors.*

The State maintains full ownership of the EPS Program. However, when the Offeror is the party responsible for performing the task, the State expects the Offeror to provide leadership, direction, and full accountability for the deliverables. All deliverables will be mutually agreed upon by the State and the Offeror.
The requirements response matrices must be completed indicating the status of the requirement(s) at the time of submission of the Offer using a single response code. Response codes are listed in the table below:

A "No" response without providing a comment may cause the Offer to be rejected.

Table 12 Response Codes for Implementation Services Requirements

Response Code	Description
Y – Yes	Requirement will be met.
N – No	The responsibility identified in the requirement cannot be met.

Attachment 9: Responses to Implementation Services Requirements

Please see Attachment 9: Responses to Implementation Services Requirements

6.3.1.2 Work Plan and Schedule

Additionally, this section shall include as "Attachment 10-1: Detailed Work Plan," a detailed work plan for the tasks required to produce each of the deliverables covered in Consulting Services. A work plan is crucial to allow the State to gauge the Offeror's understanding of the tasks at hand, the resources required, critical-path tasks, project milestones, deliverables, and the reasonableness of the project timeline. The Offeror shall describe the timing and logistics of the implementation of the EPS and the key tasks involved.

A proposed implementation timeline is provided in "Appendix M, Proposed Project Timeline and Considerations." The Offeror shall provide its Offer (including Cost Proposal) in alignment with this timeline. However, an alternate timeline description may also be provided as the Offeror deems appropriate along with rationale and benefit to the State for each change. The timeline must take into account observed State Holidays, normal State business hours, and busy times connected with ongoing activities and deadlines as documented in this appendix.

*Provide a description of how the proposed work plan will address or satisfy the Phased Implementation Objective in the RFP "**Section 5.2, Phased Implementation Objective**" and the Functionality Deployment Objective in the RFP "**Section 5.3, Functionality Deployment Objective**."*

Milestones and deliverables must be identified in the Offeror's implementation work plan, which shall include a minimum of five levels of work breakdown structure (WBS). Additionally, the schedule should include timelines for review and comment on deliverables by the State; subsequent time for correction by the Contractor; and State approval of revised deliverables.

Specifically, the work plan and schedule should cover the following required Implementation Services phase:

- *Project Planning.*
- *Initial Analysis and Design.*
- *Final Analysis and Design.*
- *Configuration and Development.*
- *Testing and Training.*
- *Deployment and Go-Live Support.*
- *Warranty.*

Listed below is a sample work breakdown structure and a conceptual example of a hierarchical diagram for this project:

Attachment 10-1: Detailed Work Plan

Please see Attachment 10-1: Detailed Work Plan.

6.3.1.3 Implementation Plans Included with Offer

The Offeror shall also include the high-level plans included in the table below as Offer attachments. The Offeror must complete the table below in this section and indicate their response to each requirement accordingly. Plans shall be included in Attachments 10-1 through 11-5.

Table 14 Implementation Plans Included with Offer

Requirement	Yes/No (Y/N)
The Offer shall include a high-level Deployment Plan that shall describe the Offeror's methodology for deploying the proposed solution. At a minimum, the Deployment Plan shall include the following topics: site preparation; data conversion; roll-out plan; migration; turnover to production; help desk support; and transition from legacy systems. Include as "Attachment 10-2: Deployment Plan."	Y
The Offer shall include a high-level Data Conversion Plan that shall describe the Offeror's methodology for performing data conversion for the proposed solution. Include as "Attachment 10-3: Data Conversion Plan."	Y
The Offer shall include a high-level Master Test Plan that shall describe the Offeror's methodology for providing all types of testing for the proposed solution. At a minimum, the Master Test Plan shall include the following testing types: unit; integration; user acceptance; security; end-to-end; stress; and regression. Include as "Attachment 10-4: Master Test Plan."	Y
The Offer shall include a high-level Training Plan that shall describe the Offeror's methodology for providing training for the proposed solution. Include as "Attachment 10-5: Training Plan."	Y
The Offer shall include a high-level Organizational Change Management Plan that shall describe the Offeror's methodology for the State's transition to the proposed solution. At a minimum, the Change Management Plan shall include the following topics: strategy; objectives; readiness assessment; techniques; and metrics. Include as "Attachment 10-6: Organizational Change Management Plan."	Y

6.4 – Ongoing Services Requirements

6.4.1 Ongoing Services Approach

The subsections below shall provide a description of Ongoing Services with the objective of demonstrating the Offeror's understanding of the Ongoing Services Requirements in "Appendix E-2, Ongoing Services Requirements."

6.4.1.1 Hosting Services

The State is considering two options for hosting the EPS as described below:

- *Option 1: Software as a Service (SaaS)*

  The Offeror hosts the EPS, provides M&O Services, owns the hardware, and provides access to subscription-based software.

- *Option 2: Offeror-Hosted*
  The Offeror hosts the EPS in primary and secondary data centers. The Offeror will own the hardware, and the State will own the software licenses.

Offerors shall respond to the topics below based on the option selected. The subsections below shall provide a description of the Offeror's proposed Hosting Services option.

1 *Hosting Option Overview (For All Hosting Solution Options)*

Provide an overview of the proposed hosting option including a description of the infrastructure and physical data center layout. The description shall address the following points:

- *Identify the data center infrastructure required to host the EPS.*
- *Identify the network requirements for connection to the disaster recovery location.*
- *Identify the number of staff required to manage the infrastructure in the primary and secondary data centers.*
- *Provide a description of how the proposed hosting option will address or satisfy the Hosting Services Objectives in the RFP "**Section 5.4, Hosting Services Objectives**." Include a discussion on options available to the State for transferring the EPS and/or data to a data center within the State of Hawaii.*

CherryRoad Response

CherryRoad's hosting solution centers around the use of Oracle's Exadata engineered systems offering industry best performance for Oracle customers. Oracle Engineered Systems, attempt to achieve the goals of simplifying IT management and improving computing performance by preconfiguring each of the technology layers to work together in an optimal fashion. Oracle Engineered Systems combine best-of-breed hardware and software components. Designed, engineered, and tested to work best together, Oracle Engineered Systems can make traditional deployments even more efficient. The components of Oracle Engineered Systems are preassembled, as a complete system, and optimized for world class performance.

In a traditional model, you typically have to go through a phase of performance optimization where you figure out what the bottlenecks are. And then you have to go through failure mode testing, where a system is tested across every different kind of failure. An engineered system like Oracle Exadata comes assembled, debugged, and ready to run. All the components—everything from firmware to OS

[operating system] drivers to Oracle Database configuration settings have been tuned so that you can achieve the full performance potential on Day One. In addition, Oracle has done all the failure mode testing—pulling network cables and power cables, pulling disks out, crashing nodes, and crashing databases. So deployment is faster and easier and a lot less risky.

Every system is identical. All customers are running the exact same configuration, from the exact same model of disk drives all the way to the servers and the DRAM [dynamic random access memory]. In a traditional model, when a customer encounters an issue that is unique to their configuration, it typically takes a long time to solve. Oracle Engineered System (i.e. Exadata) removes the unique issues.

Because everything comes from a 'single-point-of-contact' (i.e. Oracle)—from the hardware all the way to the software—you get full end-to-end support, so there's no finger-pointing between vendors, with the customer stuck in the middle. So from all those perspectives, there are significant benefits for DBAs and system administrators that provide built in efficiencies during deployment and operations that we can pass along to our customers.

- *Identify the data center infrastructure required to host the EPS.*

Please refer to the diagram in the response to section 6.2.1.1.4 – 1 to see the topography of the architecture.

- *Identify the network requirements for connection to the disaster recovery location.*

CherryRoad recommends are redundant 20Mbps connection from the State data center to the disaster recovery site.

- *Identify the number of staff required to manage the infrastructure in the primary and secondary data centers.*

CherryRoad utilizes a shared resource model in both of our datacenters. The team supporting the State will include a combination of architecture, networking, DBA's, and PS Administrators.

*Provide a description of how the proposed hosting option will address or satisfy the Hosting Services Objectives in the RFP "**Section 5.4 Hosting Services Objectives**." Include a discussion on options available to the State for transferring the EPS and/or data to a data center within the State of Hawaii.*

CherryRoad's solution includes keeping the primary site within Hawaii. In the event the State would like to terminate the relationship with CherryRoad as it relates to hosting CherryRoad would work with the State and/or new vendor to develop and execute a plan to move platforms. The disentanglement process would be included as part of the Statement of Work process.

CherryRoad has included an overview of our hosting solution including much of the detail requested above in the response to section 6.4.1.1.2 below,

6.4.1.1.2 Data Center Overview - Provide an overview of the proposed primary and secondary data centers. Specifically address:

- *Locations for geographically separated primary and secondary facilities.*
- *Overview of the data center layouts.*
- *Level of redundancy of all data center infrastructure.*
- *Any single point of failures for the data center infrastructure.*
- *Physical security approach.*
- *Any environmental risks and resistance to natural disasters events (e.g., fire, flood, tornadoes, hurricanes, and earthquakes).*
- *The expected average number of minutes the data center to be down due to maintenance of the infrastructure in a year.*
- *Describe how the State's infrastructure and application is shielded/secured from the infrastructure of other clients also using your facilities.*
- *Describe the backup and replication of data locally as well as across data centers.*
- *The availability of a sandbox environment, which includes the ability to test integration with on-premises data sources and applications.*
- *Describe your policies regarding scheduled downtime.*
- *Identify the telecommunications provider and network circuits required for providing connectivity from the hosted Payroll Solution to the State network.*
- *Describe your approach to issue/problem management and communication with Level 1 and Level 3 help desk support.*

CherryRoad Response

CherryRoad's solution includes utilizing a Primary datacenter in Hawaii, DRFortress, and a Secondary datacenter in Sacramento, CA, QTS. We have included an overview of each for the State's review:

Primary Data Center: DR Fortress (Honolulu, HI)

DRFortress is a managed colocation provider offering mission-critical datacenter and Internet exchange services to enterprises, network providers and eCommerce companies from its flagship facility, *The Fort*, in Honolulu, Hawaii.

The Fort is Hawaii's largest Class A carrier-neutral datacenter, featuring "24/Forever" secure operations and hosts *DRFxchange*, the only commercial Internet peering exchange in the state.

DRFortress delivers a resilient, economical and scalable solution for any vital infrastructure allowing businesses the flexibility to evolve their datacenter and network strategies on an as-needed basis.

SERVICES

- Colocation services (½ cabinets, full cabinets, private cages and suites)
- Customizable power infrastructure
- Remote assistance 24 x 7 x 365
- *DRFxchange* - Internet exchange for public peering
- *VCS* – virtual colocation servers
- *BCDR* – business continuity and disaster recovery services

POWER

- Power (A and B feeds available: 120VAC single phase, 208VAC single & 3-phase, and - 48VDC
- 2 megawatts of total facility power
- Decentralized DC plant with BDFB distribution
- Dual, redundant/diverse A+B PDUs
- N+1 UPS flywheel systems
- N+1 one-megawatt backup generator system with 12,000-gallon fuel supply

BUILDING ACCESS

- 24 hours per day/7 days per week
- 365 days per year

CEILING HEIGHTS

Floor-to-ceiling height ranges from 9 feet (2.75 meters) in *Fort 1* to 12 feet (3.75 meters) in *Fort 2*

CABLING

- Overhead cable tray management system with multi-tier ladder racks
- Separate and protected fiber guide systems for MMF and SMF cables
- CAT 5E/6 UTP, and coaxial cable connections
- DSX-1 cross connect system provides for T1, ISDN-PRI connectivity

TELECOMMUNICATIONS

- Carrier-neutral facility
- Diverse entry points

ENVIRONMENTAL

- 200 watts per square foot to 22° Celsius (71.6° Fahrenheit) ± 2 degrees
- Humidity controlled to 50% ± 20%
- N+1 per zone CRAC systems
- FM200, Smoke and heat detectors, zoned
- Double interlock pre-action dry-pipe system, zoned

SECURITY

- On-site, fully staffed security 24 x 7 x 365
- Iris recognition and scramble pad access control
- State-of-the-art monitored CCTV surveillance
- Real-time customer portal for physical access control management

Secondary Site QTS:

The QTS site is a 3 data center. CherryRoad maintains a Business Associate agreement with the data centers regarding HIPAA and FERPA compliance.

Facilities are staffed by dedicated security personnel 24x7x365, and there is no signage on the buildings. Physical security also includes motions sensors, biometric scanning technology, intrusion detection systems, digital video monitoring and recording, multi-level security zones, proximity badges matched to an individual fingerprint and armor-plated riot glass. Layers of physical and data encryption controls provide security to the data center from external intrusions 24 hours per day, 365 days per year. Video surveillance cameras are both inside and outside the facility.

Our data center is equipped with multiple uninterruptible power supplies, dedicated diesel generator backup systems, redundant environmental conditioning, and state-of-the-art fire detection and suppression systems. The following are our facility metrics:

Facility

- 148,000 square feet of total space
- 50,000 square feet of data center space with 36" raised flooring
- 30,000 square feet of BCDR work-area recovery seats
- 16 MW of power with two feeds
- High Density power configurations
- Carrier neutral
- SSAE16 certified annually
- CyberTrust certified annually

Security

- State-of-the-art controls and video surveillance
- 24 x 365 security monitoring and patrol
- Biometric access readers
- People-trap before entering data center

Power

- 16 MW of electric power capacity
- Designed to deliver 99.999% Availability
- Designed to support high density configurations
- Two separate feeds from the utility company
- 2N uninterruptible power supply units (UPS: 24 x 750KVA systems in a 2N configuration)
- N+2 generator sets and feeds (10 x 2MW Units)
- Ten (10) 2MW diesel generator sets powered by a Detroit Diesel 4000 HP engine
- 5,000 gallons of fuel per generator

Operations

- 24 x 365 Operations
- 24 x 365 Network operations center
- 24 x 365 Onsite technical support
- 24 x 365 Environmental monitoring
- Network monitoring
- All technical personnel on-call 24 hours per day

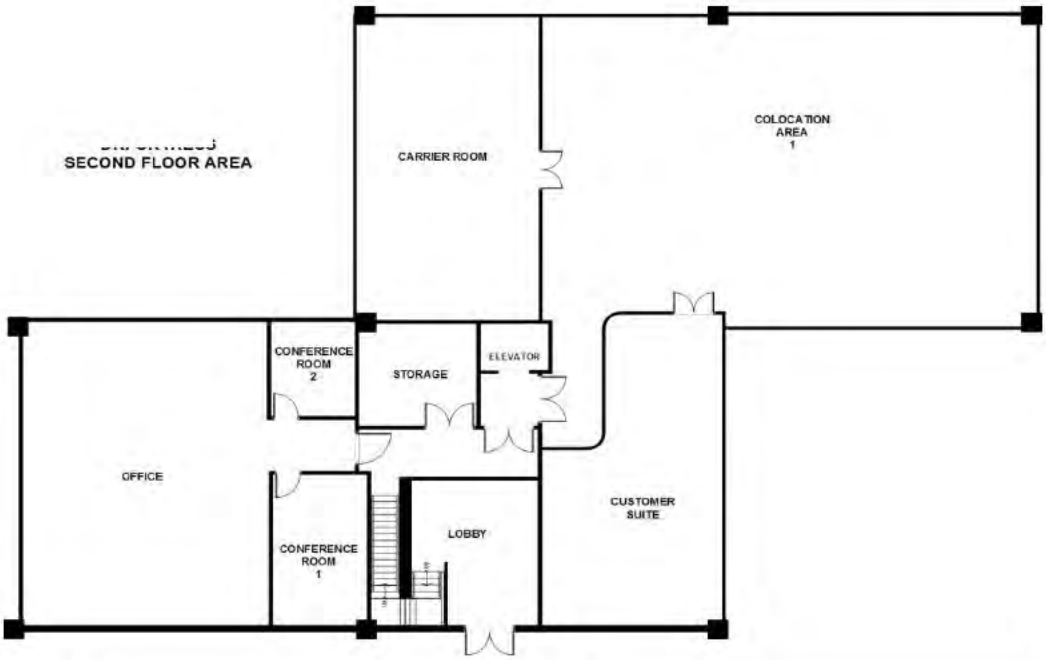
■ *Locations for geographically separated primary and secondary facilities.*

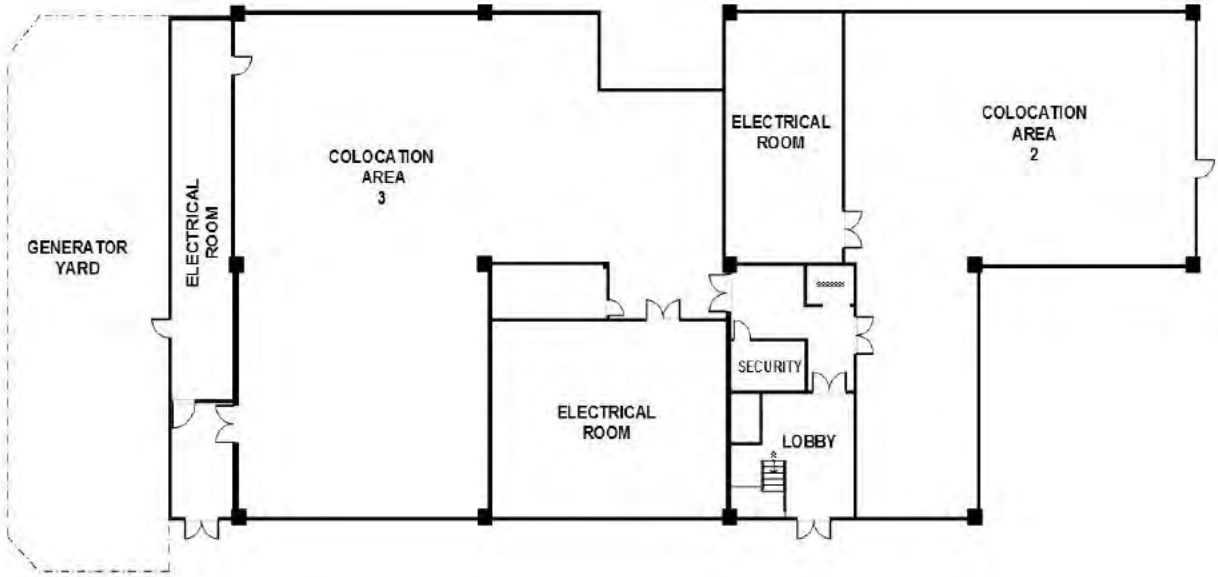
Primary Data Center: DR Fortress Layout

DRFortress 3375 Koapaka Street Suite D-198 Honolulu, Hawaii.	**QTS Sacramento** 1100 North Market Blvd Sacramento, CA 95834

- *Overview of the data center layouts.*

The DRFortress datacenter is over 20,000 square feet. The facility includes our sales and operations office, customer kiosk and conference rooms, storage facilities, dedicated telco carrier room, Internet *DRFxchange* peering infrastructure, as well as 10,000 square feet of colocation cabinets, cages and private suites.





DRFORTRESS
GROUND FLOOR AREA

■ *Level of redundancy of all data center infrastructure.*

DR Fortress

The DRFortress facility is the only commercial datacenter in the State with (3) three 1MW generators with a N+1 design. At current customer/facility power load the generators are able to run contiguous for approximately 10 days. At full customer load, the generators will run for approximately 90 hours without any facility refueling requirements.

The (3) three generators are backed with 13,000 gallons of on-site fuel. The fuel tanks are installed above ground based on best-in-class industry design. Most other commercial datacenters in Hawaii have placed fuel tanks underground resulting in issues and potential water contamination concerns. In addition, the on-site fuel is cycled and polished weekly and undergoes quarterly fuel quality testing to ensure that the fuel available for the generators is not contaminated.

QTS Site

All technology housed within the secure and dedicated area of the hosting facility is owned and operated by CherryRoad. The facilities provide us with:

- Power fed from the Two (2) separate PDU/distribution panels that can only be utilized to 40% capacity. This will ensure ample power is available if one feed fails and the other must carry the entire load.
- An electrical infrastructure designed with N+1 (necessary plus one) redundancy as outlined in the electrical design:
- Two, 2-megawatt generators in an N+1 configuration: N+1 generator protection is included in the price of each individual power circuit.
- Uninterrupted power supply (UPS) protection in a 2N configuration feeding each PDU: 2N protection from the UPS to the PDU is included in the price of each individual power circuit.

■ *Any single point of failures for the data center infrastructure.*

Our solution does not include a single point of failure.

■ *Physical security approach.*

Primary Data Center: DR Fortress

The DRFortress facility has multiple levels of security and State staff members with "Authorized Representative Access" level have access to the facility 24x7x365 without scheduling a visit or without escort to their cabinets. This 24x7x365 secure access is possible due to DRFortress' multi-level security design and dedicated security team. The DRFortress security guards are directly contracted and managed by DRFortress which means that their sole contracted purpose is to provide physical security and continuous monitoring of all CCTV feeds and movements of on-site visitors of the DRFortress colocation datacenter. The security team is not shared with the building landlord simply tasked with protecting overall entrance to the building. Hence, our dedicated security team takes on

multi-functional roles in providing both physical access security and continuously monitoring the entire datacenter space for security threats and hazards.

DRFortress Customers must go through the following 5 levels of security to gain access to their equipment:

Level 1 – Access into Lobby

Customers must be pre-registered with authorized access to use DRFortress IRIS recognition system to gain entrance into front door. Customers that are not pre-registered must use front door entrance intercom to speak with the on-site Security Guard. Customer must provide their name and the Company they are representing. Security Guard verifies the name of the Company and the individual is listed as an "Authorized Representative" access list via the DRFortress Customer Support Portal (CSP). Once verified, the Security Guard grants Customer access into the lobby.

Level 2 – Valid Identification

Customers must present a valid government issued ID to the Security Guard and sign the Customer Access Log. The Security Guard verifies the name, photo ID and signature of person attempting to gain access into the facility. Once ID is verified, Security Guard temporarily retains Customer ID for safekeeping in the Security Office and in return issues the Customer a temporary security access card and "Customer Access" badge that must be visibly worn while on datacenter premises.

Level 3 – IRIS Recognition

Individuals that have been granted written "Authorized Representative Access" by their Company POC/Manager are also required to be registered via the DRFortress IRIS recognition system during their initial visit to the datacenter. After the initial registration process, "Authorized Representatives" will be allowed 24x7x365 entrance into the facility and gain access into the technical areas of the datacenter if they successfully pass through the IRIS recognition and security card access system.

Level 4 – Security Access Card Reader

"Authorized Access Representatives" must go through one last level of security before having access to their cabinet. Individuals must scan their issued access card via the security card reader into their assigned customer colocation area. The scramble pad system deters people from gaining access into the colocation datacenter area by using the same pattern of the person they were following into the facility.

Level 5 – Locked Cabinet

Entering the combination lock to their Customer cabinet is the final step before an individual can gain access to their equipment. It is the responsibility of the Customer to keep strict security measures over the combination lock codes for their cabinets. However, as an added measure, on-site Security Guards continuously monitor individuals in the colocation area and will question their actions if they are attempting to enter an area for which their Company cage or cabinets are not located within the

datacenter. In addition, CCTV cameras are recording all movement/actions in the colocation area in the event an individual attempts to enter an unauthorized space or cabinet.

QTS Site

Physical security controls and procedures keep mission-critical applications up and running around the clock. Each location offers multiple levels of protection and is secured 24x7x365 by full-time, on-site staff and dedicated security personnel through the use of proximity card readers, biometric sensors, and video surveillance systems. Access to the data centers is granted on an as needed basis with approval from Management. Access is restricted to a small number of CherryRoad employees. When necessary vendors that have service contracts with CherryRoad may be granted access for specific purposes (e.g. tape couriers or technicians dispatched for hardware repair/replacement). CherryRoad understands that on a periodic basis the State will need to audit this access.

- *Any environmental risks and resistance to natural disasters events (e.g. fire flood tornadoes hurricanes and earthquakes).*

Primary Data Center: DR Fortress

The DRFortress facility is located outside any Tsunami evacuation zone. More importantly the DRFortress facility is outside any flood zone area and away from any waterways or canals that are susceptible to rising water levels and water hazards during heavy rains. No infrastructure, fuel tank or critical equipment is located underground. As an added measure, all critical equipment is elevated on cement pads, second floor mezzanine structure or the rooftop of the DRFortress facility.

QTS Site

CherryRoad's CA data center is located in Sacramento, CA, which is not a seismically active location

- *The expected average number of minutes the data center to be down due to maintenance of the infrastructure in a year.*

CherryRoad has built in availability of 99.9%, which translates into approximately 525 minutes of potential downtime.

- *Describe how the State's infrastructure and application is shielded/secured from the infrastructure of other clients also using your facilities.*

Primary Data Center: DR Fortress

The DRFortress facility is purpose-built as a colocation datacenter. Generators, fuel, power systems and all critical infrastructure is designed and dedicated for colocation customers. There are no shared resources with the building landlord and in the event of a disaster; all resources are dedicated to powering customer equipment. Hence when evaluating colocation back-up capabilities, DRFortress far surpasses any other Hawaii provider with customer dedicated (non-shared) generator power, fuel and critical infrastructure.

■ *Describe the backup and replication of data locally as well as across data centers.*

Our proposed solution is able to recover from a disaster scenario to the production data center through backups to a geographically different secondary data center. The infrastructure at both the primary and secondary sites are fully redundant and fault-tolerant

As part of our Backup and Recovery strategy the solution:

- Replicates data continuously from the production location to the backup location.
- Manages complete copies of system configurations and data within the facilities.
- Disaster Recovery procedures are reviewed regularly and updated as necessary.
- The recover procedures are tested annually during a planned test with all parties.

CherryRoad utilizes a Commvault Simpana backup system to take hot backups of data each night. Those backups are sent to tape and/or EMC Data Domain. Tapes are encrypted and stored in a offsite secure facility. Data sent to the EMC Data Domain system is replicated to the secondary data center. Database systems are replicated in near real time to the secondary data center.

■ *The availability of a sandbox environment, which includes the ability to test integration with on premises data sources and applications.*

As part of the database instance strategy each environment and its purpose will be identified and scheduled for build and deployment. Non-Production environments are available 24X7X365 outside of the normal maintenance window.

■ *Describe your policies regarding scheduled downtime.*

Notice of utilization of planned maintenance windows/downtime will be sent via email to the State at least 48 hours in advance. Notice will be sent to the State primary point of contact (POC). CherryRoad will coordinate with the State POC if the proposed downtime will present an unacceptable interruption.

CherryRoad Standard Scheduled Maintenance Windows are:

3:00 am through 11:00 am Saturday, local time

In the event that unscheduled maintenance for our Hosted components is required, CherryRoad will make every effort to prevent disruptions in service by coordinating with the State team and receiving required approval from the State POC for the most convenient down-time window.

■ *Identify the telecommunications provider and network circuits required for providing connectivity from the hosted Payroll Solution to the State network.*

DRFortress' network-neutral environment allows a business the unique ability to access multiple carriers and ISPs facilitating cost-effective, redundant IT solutions.

Our clients take advantage of DRFortress' network neutrality to access multiple Tier 1 and Tier 2 carriers and ISPs to design high performance networks.

This unique approach offers the most scalable means of optimizing your Internet and telecom infrastructure via simple, cost-effective access to the following carriers and ISPs operating within Hawaii:

CherryRoad recommends an MPLS connection with a VPN backup into the CherryRoad data centers. We have partnered with CenturyLink to provide a cost effective MPLS solution however we are also able to accommodate any other vendor that the State may choose to utilize including those listed below:

TELECOMMUNICATION PROVIDERS

- AT&T
- Hawaiian Telcom
- Hurricane Electric
- Oceanic Time Warner
- Pacific Wave Telecommunications
- Sandwich Isles Communications
- CenturyLink (formerly Qwest)
- HDT
- Level3
- Pacific Data Systems
- Pacxa
-

■ *Describe your approach to issue/problem management and communication with Level 1 and Level 3 help desk support.*

CherryRoad will provide a 24 x 7 x 365 Support Help Desk via our Managed Services Center. This help desk, staffed (hybrid – dedicated onsite/offsite) with Infrastructure and Application experts all working in the United States, will be available to assist the State with any PeopleSoft Infrastructure or Application Support issue or question. CherryRoad will provide support to The State and its employees and staff during normal business hours from ~~7:30~~7:00 am to ~~5:30~~6:00 pm ~~CST~~ HST Monday through Friday except for Holidays observed by the State for all issues other than priority one issues. Priority one issues will be supported on a 24x7x365 model. All calls, or 'Service Requests', will be categorized by priority and the service level agreement found in this proposal will detail response and resolution time requirements.

The Application Support Help Desk will be a Full Service, Four Tiered Help Desk. Full Service Help Desk Services include:

- Complete Analysis of the Application Problems.
- Provide recommended solutions.
- Implementation/Development of the Solution.
- Thorough Testing of the Solution.
- Deployment of the Solution.
- Full Ticket Life Cycle Support through analysis, development and testing.

Note: Application Support is for corrections to the existing production environment due to a configuration, data or development object failure. This support does not include the new development or modifications. These types of requests, will be tracked through our service desk, but can only be initiated by approved The State personnel. An approved list of The State personnel will be identified through the transition period.

Tier 1 Support

Tier 1 Support will be provided by The State. Tier 1 Support will be the first line of defense on any application related problem. The Tier 1 Support Analysts will field calls or emails from end-users and log the service request as a ticket in our Service Desk Software.

The Tier 1 Support Staff will consist of a PeopleSoft Security Administrator that will handle all Application Security related Service Requests. The remaining Tier 1 Support Analysts will have the necessary knowledge of the application in order to assist in resolving non-complex issues such as account lock outs, re-setting passwords, issues accessing the system and questions regarding how to use the application.

Tier 2 Support

Tier 2 Support will be provided by CherryRoad Managed Services. When a Service Request requires more in-depth analysis, it will be routed to the Tier 2 Support Staff either by phone, email or via our Service Desk Software. The Tier 2 Support Staff, which consists of experienced PeopleSoft resources, will complete an initial triage of the request, determine the cause and begin developing a solution. If the Service Request is more functional in nature, as it will not require a thorough examination of existing code or the writing of new code, the Tier 2 Staff should be able to find and implement a solution. In the cases where a full code analysis is needed or actual coding changes are required, the Service Request will be routed to Tier 3.

The State will be required to complete the final testing of all implemented solutions and sign off on deployment to the production environment.

Tier 3 Support

Tier 3 Support will be provided by CherryRoad Managed Services. If during the analysis by the Tier 2 Support Staff, it is determine that further detailed technical analysis is required and custom coding will be needed, the Tier 3 Support Staff will take over the Service Request. The Tier 3 Support Staff, fully equipped to resolve the most complex of Service Requests, will include both experienced Functional Resources and Technical Expertise covering a wide range of areas, including PeopleSoft Programming, Server Administration, Database Administration and Network Administration. Tier 3 will complete any remaining analysis and will find, implement and unit test the solution.

The State will be required to complete the final testing of all implemented solutions and sign off on deployment to the production environment.

Tier 4 Support

If during the analysis it is determined that the issue needs to be escalated to Oracle Support, CherryRoad will log the Service Request with Oracle and manage all communication with Oracle regarding the Service Request. Once CherryRoad and Oracle determine a solution, CherryRoad will provide details of the solution to The State and then move forward to implement and test the solution.

Although CherryRoad will be providing both Tier 2 and Tier 3 support, The State will be responsible for:

- issues with the State's Network,
- coding and testing all changes to interfaces developed by the State,
- coding and testing any programs developed using AEs or other by the State,
- designing, coding and testing any new interfaces developed by the State.

The SLA in this proposal will further detail the response and resolution times for the various Service Request priorities.

Help Desk Communication

CherryRoad staff is located across the United States and are available to handle reported issues in a timely manner.

The State may contact the CherryRoad Managed Services Help Desk in the following ways:

Toll Free Number

A Toll-Free Number is available to contact the Help Desk for Help Desk Tickets or to report new issues. Based on the prompt options, the caller will be routed to the appropriate skill set based on the reason for the call. The Call Center is available 24x7x365.

Help Desk Email

The State will be provided an email address that can be used to log any issues.

Help Desk Application

The State will utilize CherryRoad's web-based service desk solution – ServiceNow. The State's key support staff resources (i.e. Help Desk personnel and Tier 1 Staff) will be given access to the CherryRoad Service Desk system which will allow them to complete the following tasks:

- Open a new ticket or Help Desk Ticket, either by creating a ticket online or using an email template to email the system directly.
- Check the status of an existing ticket.
- Review a summary of all The State tickets, regardless of status.

Starting with one of the entry point methods above, an SR will flow through one or more of the following steps during its lifecycle:

Help Desk Ticket Lifecycle Defined

Initiation

Whether the contact is to request documentation or to report a problem, the first stage of the process is to create the SR and capture all the relevant information necessary to either service the request, resolve the problem, or escalate it to the next tier with sufficient information to resolve the problem.

Assignment

If the requested service or problem is not resolved on the initial call, the SR is assigned to the appropriate tier/team/resource for The State with the expertise of the effected application or module.

Resolution

Since an SR can range from a simple request with a documented resolution to an Oracle bug, the various tasks, the timeframe, and even the tier producing the resolution will vary with each SR. However, in general, this stage involves the analysis, research, and the action taken to fix the root cause of a problem or to identify a suitable workaround until the problem can be resolved.

Testing

Depending on the resolution, significant testing and even regression testing may be required before receiving approval to implement the solution. Most typically, it involves a functional analyst testing the solution in a non-production environment, followed by The State SMEs and/or end-user testing in another non-production environment to ensure the original problem is solved, and no new problems have been introduced.

Approval

Approval for the SR can be entered by The State as a comment in the Service Desk Solution or via email to the assigned CherryRoad resource and entered into the Service Desk Solution. Approval of an SR indicates the solution has been tested and can now be scheduled for deployment to the production environment.

Implementation

This step represents the actual resolution. Examples would be the documented steps being executed, configurations deployed to production, or the deployment of a vendor patch, code modification, etc.

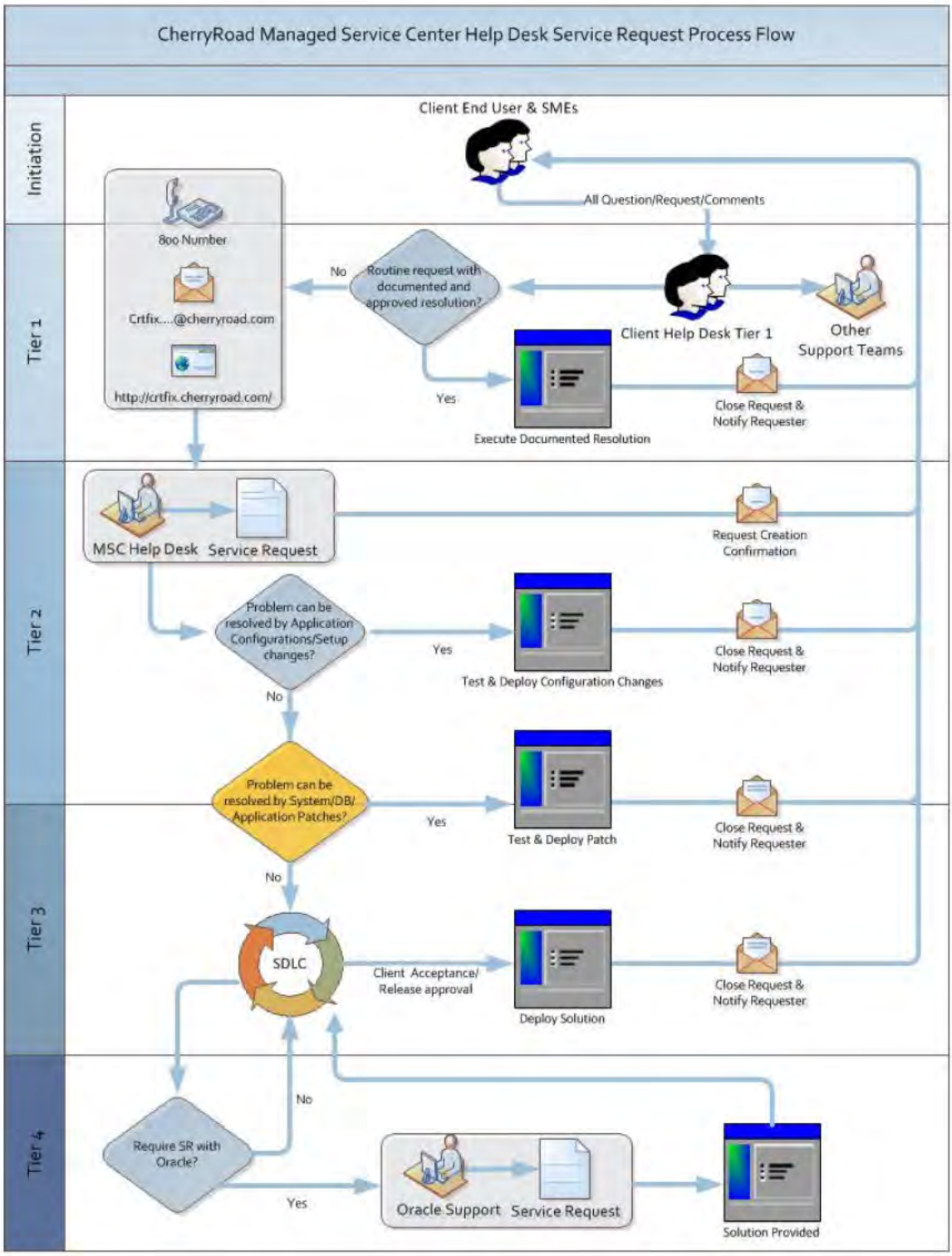
Closure

After the resolution has been provided and The State confirms, the SR is closed.

From initiation to closure, each SR within the Service Desk system will be updated with relevant notes and status changes. In addition, email messages will be sent upon initiation and at each status change during the process. At any time, The State can log into the system or call CherryRoad Help Desk to obtain the current status on the SR.

CherryRoad Help Desk Ticket Process Flow below illustrates the stages and support levels involved during the lifecycle of an SR.

CherryRoad Help Desk Ticket Process Flow Diagram



6.4.1.2 Maintenance and Operations Services

M&O services are optional for each contract year. The State reserves the right to contract with a third-party for M&O services or provide its own internal M&O services.

- *Provide an overview of the approach to M&O services, specifically addressing the following:*
- *Security Administration.*
- ***Storage Management.***
- ***Batch – Job Control and Scheduling.***
- ***Database Administration.***
- ***Operating System, Application, and Database Backup and Recovery***
- ***Change and Release Management.***
- *Configuration Management.*
- ***Capacity Management.***
- ***Performance Management.***
- ***Disaster Recovery.***
- ***Break Fix Support Services.***
- *Continuous Improvement Services.*
- ***Minor Enhancements and Ad-Hoc Requests.***
- *Documentation.*
- ***Service Management and Quality Assurance.***
- ***Service Level Reporting.***

CherryRoad Response

As part of our solution, CherryRoad has included Maintenance and Operations Services to cover the items identified above by the State. All services will be managed through our HelpDesk function utilizing ServiceNow for ticketing. We have included more detailed descriptions of each item below:

Batch and Performance Management

CherryRoad will work with the State to set the initial baseline performance levels at the time of initial migration from the State's existing infrastructure as it relates to batch processing. Leveraging the work completed during the implementation project and baselines established after system tuning, CherryRoad and the State will select up to ten (10) processes in the Oracle application that best represent current performance. These processes will be used to gather and confirm the baseline of the application performance. These baseline values will be compared to the system once hosted by CherryRoad to ensure no reduction in system performance. From that point forward, CherryRoad will commit to ~~ensure OLTP and~~ Batch performance remains within the defined baseline levels throughout the length of the Agreement. As it relates to OLTP, CherryRoad has committed to meeting the SLA objectives outlined by the State.

CherryRoad's solution utilizes Oracle Engineered Systems, which are considered optimally designed and tuned for performance. CherryRoad uses Exadata specifically for the reason of exceeding our client's legacy infrastructure as well as our competitors. CherryRoad not only agrees to meet current performance standards, we are also confident we will significantly improve upon them. CherryRoad's experience with our proposed solution has seen performance gains that exceed 50% in some cases.

Disaster Recovery

CherryRoad utilizes Oracle's Data Guard utility to sync databases between the primary and secondary sites. Redo logs will be sized or triggered to ensure log shipping between sites occurs in a manner that enables an RPO of 15 minutes to be realized. RTOs of 12 hours or less will be guaranteed by SLA for all environments.

CherryRoad provides one DR test a year for every client. Additional tests can be accommodated upon request.

Production instances will reside in the primary hosting center with the Disaster Recovery site located at our secondary hosting facility. In the event a disaster is declared, CherryRoad will recover the data and technical infrastructure within the timeframes identified within the SLAs. At that time, both Production and Non-production environments will be available through our secondary hosting facility.

CherryRoad will develop a Disaster Recovery Plan (DRP) that is customized for The State during the Transition Period phase of the project. The DRP will be maintained by CherryRoad for the Term of the Agreement. The DRP will include a disaster declaration checklist describing the roles and responsibilities of CherryRoad and The State in the event of a disaster.

Included in the DRP is a Business Continuity Plan developed by The State. CherryRoad will work in conjunction with The State to develop this plan and ensure it becomes part of an overall comprehensive DRP.

Break Fix Support Services

CherryRoad will provide a 24 x 7 x 365 Support Help Desk via our Managed Services Center. This help desk, staffed (hybrid – dedicated onsite/offsite) with Infrastructure and Application experts all working in the United States, will be available to assist the State with any PeopleSoft Infrastructure or Application Support issue or question. CherryRoad will provide support to the State and its employees and staff during normal business hours Monday through Friday except for Holidays observed by the State for all issues other than priority one issues. Priority one issues will be supported on a 24x7x365 model. All calls, or 'Service Requests', will be categorized by priority and the service level agreement found in this proposal will detail response and resolution time requirements.

Service Management, Quality Assurance, and Service Level Reporting

On a weekly basis, CherryRoad will provide The State with a summary of open Help Desk Tickets, resolved Help Desk Tickets, and the status of any tasks being scheduled or performed. Upon initiation of service, a weekly meeting will be scheduled to review this Help Desk Tickets summary.

On a monthly basis, CherryRoad will provide an overall status report providing performance statistics and trends to discuss with The State and to determine if recurring issues can be resolved by training or changes to the system. This report will be provided within one week following the end of each reporting period. The report will consist of the following information in a format agreed to by both parties:

- For each priority level, the number of new Help Desk Tickets opened, number of Help Desk Tickets closed, and number of open Help Desk Tickets remaining.
- A listing of all open Help Desk Tickets with status as documented in the Help Desk Ticket.
- Score card indicating service performance to service agreement criteria.

This report will be presented to The State in the form of a Score Card, similar to the following example:

Client Help Desk Performance Score Card
For January 2013

	Response					Resolution				
	Opened	Met	Met	Not Met	Overall	Resolved	Met	Met	Not Med	Overall
Priority 1	1	1	0	0		1	1	0	0	
Priority 2	1	1	0	0		3	2	1	0	
Priority 3	3	2	1	0		4	4	0	0	
Priority 4	10	8	1	1		2	1	1	0	
Priority 5	15	14	1	0		2	2	1	0	
	Totals	26	3	1		Totals	10	3	0	
		30					13			

Open from Last Period	20
Opened this Period	30
Resolved this Period	13
Total Open	37
Awaiting Client	5
In Progress	32

The data reflected in the Score Card is generated from the Help Desk Ticket response and resolution metrics, as defined in the Service Levels and collected as the Ticket is worked and updated.

CherryRoad will work with The State to establish additional management reporting requirements.

Minor Enhancement and Ad Hoc request

CherryRoad and the State will meet regularly (annually, monthly, weekly). The State would submit a request in any of these meetings and/or submit a help desk ticket to request changes to the State yearly roadmap. In order to manage the change properly, a Change Control Process will be established to identify, record, assess, and approve or reject changes to the engagement including cost implications. Depending on the scope and nature of the change there could be implementation or sunset costs. Additionally, the change may impact monthly support to be increased or decreased. Any cost (monthly application/project) impacts to the engagement would be executed by an addendum to the contract.

Change/Release Management

CherryRoad recognizes the importance of a consistent and balanced release strategy. Based on Best practices and industry experience our release strategy provides a balance between application currency and stabilization. With every patch and/or upgrade a level of risk is introduced. We focus on reducing that risk by working with our clients to establish a patching schedule that bundles patches together. This reduces the risk by testing multiple patches in parallel, in addition to ensuring a more stable environment by reducing the amount of change. Our strategy is driven and supported by Oracle's release strategy.

Prioritization becomes a major factor when patching and upgrades are released to production. Understanding the importance of regulatory and break/fix patches, these are prioritized and addressed immediately. All other patching will be evaluated on a quarterly basis using the PeopleSoft Update Manager (i.e. PUM) which Oracle recently introduced. With the release of the PeopleSoft 9.2 version of application suites Oracle has introduced a new concept in application maintenance. In prior releases, the use of Maintenance packs and bundles continues as it has in the past which would be applied on a yearly basis. Starting with the release of version 9.2 of the PeopleSoft applications Oracle is releasing to the user community the ability to create customized Change Assistant templates, via the PUM process, that apply uniquely to a customer's specific environment, essentially eliminating maintenance packs and bundles.

Our approach for clients with applications through version 9.1 is to keep current with the latest available bundle. With the introduction of the PUM process the philosophy for maintenance has changed to applying only the fixes/patches required for tax updates (i.e. regulatory) ,broken functionality in modules, features that a specific customer uses and are required to implement new functionality. CherryRoad will download and install PUM packages within two weeks of their general availability and make the image available to its customer base for use in analyzing issues or determining the availability of patches. All other non-application patching (i.e. operating system, database, etc.) is addressed based on criticality with Security and Performance taking the highest priority. These types of patches will be addressed immediately through an agreed upon schedule between CherryRoad and The State.

Major application upgrades are addressed differently. Our objective is consistent, reduce risk, ensure a stabilized environment, and keep clients on a current application version, it does pose a variety of challenges. Major upgrades not only impact the technical code line of the application, but introduce significant change and commitments across the organization. These changes and commitments (i.e. upgrade requirements) will impact the bandwidth of all associated departments. Therefore, the planning and associated timeline (i.e. identifying blackout and resource shortage periods) is critical to its success. It also is a driving factor in how often we recommend a customer undertake a major upgrade. We work collaboratively with The State to ensure a balance between upgrading to newest version and how much change is acceptable. Typically, we recommend a major upgrade every 3-4 years, depending on what new functionality is provided, the impact to the individual client processing needs and ensuring all clients are on supported versions.

Documentation

CherryRoad's framework of documentation at the project level consists of a project scope, detail project plan, architecture assessments (as-is – future state), issues log, management status reports, testing strategy, training strategy, deployment strategy and application cutover/turnover procedures. Our

standard project documentation is maintained on the client's network where is can be properly maintained. Finally, CherryRoad uses documentation as a foundation to measure progress, to record issues, as well as demonstrate understanding of requirements. We will use the documentation during validation sessions to obtain client authorization to proceed (requirements to design, design to build, build to test, test to deploy). Once this documentation has been built it is maintained within our M&O group and updated as needed when changes are made.

System Administration & Management

- **Database Administration:** Performance tuning, migrations, database security, patches, upgrades, backups, refreshes and monitoring.
- **Upgrades and Services Packs/Patching**: Tools, Maintenance/Service Pack, Patches and Application Upgrades.
- **Object Management:** Administration and Management for Trees, Set-Up Tables, User Security, and Process Scheduler.
- **Operations Support:** Capacity planning, system tuning, migration and archiving, backups, network and platform administration.
- **Systems Management:** Remote monitoring and management of server, network and database platforms.

Database Administration

CherryRoad will perform all Oracle database level administration in the production and non-production environments. The Oracle, sys, system, and schema owner (e.g. APPS) passwords will be secured and maintained by CherryRoad staff. To ensure security, generic ids are not used; all CherryRoad employees will be provided a unique id for auditing purposes. Access to THE STATE servers and databases are limited to only those specific administrators who are designated to support their account. CherryRoad will inform THE STATE in writing if any database administration tasks will be outsourced, sub-contracted, and\or otherwise assigned to non-CherryRoad employees. If such arrangements occur, this should be mutually agreed upon between CherryRoad and THE STATE before non-CherryRoad personnel are granted any access to the production or non-production database.

By means of an approved Help Desk Ticket THE STATE team members may be granted access to non-production and production tables. CherryRoad will perform all backups, monitoring, and maintenance which includes database patching within the hosted database environments.

Storage and Capacity Management

All system components at the CherryRoad data centers are monitored and maintained by CherryRoad Operations staff. Oracle's Enterprise Manager (OEM) and SNMP monitoring system are configured for 24 x 7 monitoring of all application components hosted at the hosting facilities. Unexpected results generate instantaneous alerts to the CherryRoad support staff.

Examples of the monitored items:

Space Monitoring

- Tablespace Free Space
- File System Free Space

Application

- HTTP Server Up/Down

- Rollback Segments
- Segment Extents

Performance Monitoring

- Locks
- Latch Hit Ratio
- Tablespace and File I/O
- Shared Pool Status
- System Events
- Inefficient SQL Statements
- Wait Statistics
- Buffer Hit Ratio

Schema Monitoring

Invalid Objects

- Object Sizing/Imminent Extent Failure

Fault Monitoring

- Oracle Event Log
- Oracle Log Files
- In-doubt Transactions
- Oracle Archive Status
- Oracle Background Processes
- OCJ4 Up/Down
- HTTP Server Up/Down
- Listeners Up/Down
- Node Up/Down
- Database Up/Down

Security Administration

Security Administration for the following components will be the responsibility of the CherryRoad operations staff:

- Operating system
- Router tables
- Network
- IP address ranges
- Firewall administration
- Oracle database access

The State team will have primary responsibility for administration of all application-level security to include PeopleSoft user accounts and assignment of non-system administration responsibilities. The State is solely responsible for ensuring the security and confidentiality of all User IDs with respect to the issuance, maintenance and/or termination of such ID's. The State is fully responsible for all liabilities incurred through the use of any such User ID.

The State agrees not to use the provided Security Access functions to:

- Grant User ability to modify code or migrate code into the Production environment
- Modify any system level User accounts or ID's

6.4.1.3 Business Process Outsourcing Requirements

Business Process Outsourcing (BPO) is optional, which the State may at its sole discretion include in any contract resulting from this RFP. Offerors are required, however, to propose and provide separate prices for these optional requirements in the Cost Proposal.

- *Provide a brief overview of the approach to BPO.*

CherryRoad Response

CherryRoad has not included optional services for Business Process Outsourcing.

6.4.1.4 Project Team Facilities Requirements

Project Team Facilities are mandatory for all EPS Services. The State has limited capacity in its existing facilities to accommodate project team members from the State and Contractor in a single facility.

- *Number of workstations available for project use: 15.*
- *Number of meeting areas to be dedicated for project use: 1.*
- *Equipment available to be dedicated for project use:*
  - *Personal Computers: 0.*
  - *Servers (File, Applications, etc.): 0.*
  - *Video Projectors: 0.*

The Offeror shall therefore bundle in its pricing, the cost for project team facilities which the State has the option of including in the Contract after evaluation of all proposals.

- *Provide a brief description of the proposed project team facilities.*

CherryRoad Response

CherryRoad, working with our trusted partner, Pacxa will fulfill the State's requirements by using the Pacxa offices located in downtown Honolulu. The Pacxa facility has fully functional offices and with the current amount of information technology work Pacxa does for the State, these offices are perfectly suited for the DAGS Payroll project.

6.4.2 Detailed Ongoing Services Requirements Response

Detailed Ongoing Services Requirements are listed in "Appendix E-2, Ongoing Services Requirements." When responding to the Detailed Ongoing Services Requirements, Offerors must complete the response tables in "Appendix E-2, Ongoing Services Requirements" and include them as "Attachment 11: Responses to Ongoing Services Requirements" of their Offer.

The tables in "Appendix E-12, Ongoing Services Requirements" identify the roles and responsibilities associated with the services.

An "X" is placed in the column under the party that will be responsible for performing the task.

The columns on the tables include:

- *Offeror — Offeror and designated subcontractors.*
- *State — State employees and other supporting contractors.*

The State maintains full ownership of the EPS. However, when the Offeror is the party responsible for performing the task, the State expects the Offeror to provide leadership, direction, and full accountability for the deliverables. All services and work products will be mutually agreed upon by the State and the Offeror.

The requirements response matrices must be completed indicating the status of the requirement(s) at the time of submission of the Offer using a single response code. Response codes are listed in the table below:

Table 15 Response Codes for Ongoing Services Requirements

Response Code	Description
Y – Yes	Requirement will be met.
N – No	The responsibility identified in the requirement cannot be met.

Attachment 11: Responses to Ongoing Services Requirements

Please see Attachment 11: Responses to Ongoing Services Requirements.

6.5 – Service Level Agreement Requirements

Detailed Service Level Agreement Requirements are listed in "Appendix F, Service Level Agreement Requirements." The tables in "Appendix F, Service Level Agreement Requirements" identify the Service Level Agreement Requirements associated with the services.

6.5.1 Detailed Service Level Agreement Requirements Response

When responding to the Detailed Service Level Agreement Requirements, Offerors must complete the response tables in "Appendix F, Service Level Agreement Requirements" and include them as "Attachment 12: Responses to Service Level Agreement Requirements" of their Offer.
The Service Level Agreement Requirements matrices must be completed indicating the status of the requirement(s) at the time of submission of the Offer using a single response code. Response codes are listed in the table below:

A "No" response without providing a comment may cause the Offer to be rejected.

Attachment 12: Responses to Service Level Agreement Requirements

Please see the Attachment 12: Responses to Service Level Agreement Requirements section.

Table 16 Response Codes for Service Level Agreement Requirements

Response Code	Description
Y—Yes	Requirement will be met.
N — No	The Service Level Agreement identified in the requirement cannot be met.

Section 7.0: Certification

The Offer shall include in this section a certification that:
The prices and cost data were arrived at independently, without consultation, communication, or agreement with any other Offeror or competitor.
Unless otherwise required by law, the prices and cost data that were submitted have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the Contract.
No attempt was made or will be made by each Offeror to induce any other person or firm to submit or not to submit an Offer for the purpose of restricting competition.

CherryRoad Response

CherryRoad certifies that:

- The prices and cost data were arrived at independently, without consultation, communication, or agreement with any other Offeror or competitor.
- Unless otherwise required by law, the prices and cost data that were submitted have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the Contract.
- No attempt was made or will be made by each Offeror to induce any other person or firm to submit or not to submit an Offer for the purpose of restricting competition.

Section 8.0: Confidential Information

The Offerors' Offers and all information, data, and other material provided by the Offeror to the State shall be subject to the HRS, Chapter 92F, Uniform Information Practices Act. The Offeror shall designate in writing to the Procurement Officer those portions of its Offer that contain trade secrets or other proprietary data that are to remain confidential subject to Section 3-122-58, HAR. The Offeror shall state in its written communication to the Procurement Officer the reasons for designating the material as confidential. The Offeror shall submit the material designated as confidential in such manner that the material is clearly marked "confidential" and readily separable from the rest of the Offer in order to facilitate inspection of the non-confidential portion of the Offer.

Offerors should note that they cannot designate their prices (anything in the Cost Proposal form) as confidential, excluding those portions deemed proprietary such as detailed labor breakdowns. Following award of the Contract, the Offerors proposed prices may be disclosed.

The following information in both hard copies and on the accompanying flash drives have been marked confidential, should be considered confidential, and are not to be released:

Confidential CherryRoad Information

CherryRoad requests that the following information is considered confidential and not released:

- Any Response marked "**Confidential CherryRoad Information.**"
- CherryRoad's audited financial statements, referenced in Attachment 1: Offeror Financials. Our confidential financial information has been included in a separate, sealed envelope included in the Original binder, as well as in a separate folder marked CONFIDENTIAL on the accompanying flash drive.
- Attachment 6: Financials Statement Compliance – CherryRoad's SOC Report.

Confidential Oracle Information

Oracle requests that the following information is considered confidential and not released:

- Any response marked "**Oracle Confidential and Trade Secret**" or with a similar Confidential statement.
- Oracle Information included in the Executive Summary.
- Attachment 7-1 – Payroll and Time and Attendance Requirements.
- Attachment 7-2 – Optional Payroll and Time and Attendance Requirements.
- Attachment 8 – Responses to Technical Requirements.

Section 9.0: Cost

Offerors shall propose all inclusive firm-fixed prices (FFP), hourly rates, and composite rates as required in this section. These prices, hourly rates, and composite rates shall be inclusive of all federal, state, and local taxes and all fees, staff position costs, and expenses required for completion of the services. The Cost Workbook in "Appendix L, Cost Workbook" shall be completed for the selected hosting option. The Cost Proposal shall be provided in "Attachment 13: Cost Proposal". Cost information shall not be provided in any other Offer section. The State reserves the right to contract with a third-party for the optional components in the list below.

Offerors shall propose costs for:

- *Software (FFP) – Required and Optional Licenses and Associated Optional Maintenance.*
- *Implementation Services (FFP).*
  - *Note that the 12-month warranty following final acceptance of the functionality deployed shall be provided at no additional cost to the State.*
- *Ongoing Services:*
  - *M&O Services (FFP).*
  - *Hosting Services (FFP).*
  - *Business Process Outsourcing Services (FFP).*
  - *Project Team Facilities (FFP).*

The Offeror shall submit the completed Cost Workbook that summarizes the Offeror's pricing and include a detailed listing of the software and hardware included in the proposed solution. The Offeror shall provide hourly composite rates for each of the personnel assigned based on an estimated mix of the hourly rates to be used for calculating Implementation Services costs and M&O Services costs. These same composite rates shall be used for unanticipated tasks.

*The Offeror shall submit a payment schedule as part of its Cost Proposal that details payment amounts for each deliverable that the Offeror completes and that the State signs-off on (see Payment Schedule on Tab 7, Payment Schedule - One-Time in "Appendix L, Cost Workbook."). The deliverables in the Offeror's payment schedule shall correspond to the deliverables that are detailed in the proposed Project Work Plan (see "**Section 6.3.1.2, Work Plan and Schedule**"). Payments for each deliverable in the payment schedule shall be subject to a fifteen percent (15%) retainage, payable upon final acceptance of the Contract.*

Work to be performed under this solicitation is a business activity taxable under HRS, Chapter 237, and if applicable, taxable under HRS, Chapter 238. The Contractor is advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu and at the 4% rate for the islands of Hawaii, Maui, Molokai, and Kauai. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, the Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Attachment 13: Cost Proposal

Please see Appendix L, Cost Workbook in Attachment 13: Cost Proposal.

ID	Appendix L	Scope Impact
1	Ongoing Services tab; Line 9 – Payroll M&O; FY17	This is based on the change in approach where we have added 4 months of M&O following the DHRD migration that did not exist previously.
2	Ongoing Services tab; Line 9 – Payroll M&O; FY18-FY23	• CherryRoad has materially increased Pacxa's role for Payroll M&O • CherryRoad has added labor around Security resourcing to adequately address Security requirements outlined by the State in SLA 4.0.8 and 4.0.9 • CherryRoad has added labor around Performance Monitoring to adequately address Online Transaction Processing requirements outlined by the State in SLA 4.0.11 • CherryRoad has added labor to assist with new documentation requirements outlined by the State in Addendum 8 - Appendix E-2, requirement 2.2.20.9 • For FY18 and FY19 - CherryRoad has added services to address additional requirement from Addendum 8 - Appendix E-2, requirement 2.2.19.7 for 2 cycles of period end processing support.
3	Ongoing Services tab; Line 10 – Time and Attendance M&O	Added 1 month of support monies to T&A M&O for FY19 based on proposed 1st wave go live in June 2019.
4	Ongoing Services tab; Line 11 – Offeror-hosted Option	• In response to SLA requirement 4.0.11 CherryRoad has increased the sizing for the State's infrastructure footprint to ensure the SLA is met. In addition, CherryRoad will be installing and configuring Oracle's Real User Experience Insight (RUEI) software and administration to track and report on SLA requirement 4.0.11 in the manner required by the State. • In our original estimate, CherryRoad had included a year-over-year *increase* in hosting costs aligned with the limits the State had provided. While the cost of the hosting has increased, due to the reasoning above, CherryRoad has provided a year-over-year ***decrease*** in our BAFO to demonstrate our commitment to the State to find efficiencies and reduce total costs.
5	Ongoing Services tab; Line 15 – BPO	• CherryRoad incorporated Ceridian into our scope • **Note**: BPO requirement for Vendor Checks (Appendix E-2, Section 2.3, requirement 2.3.2). To accurately price the Vendor Checks CherryRoad would need the volume of checks that was requested during our Offeror Discussions.

Section 10.0: Third Party License and Maintenance Agreements

In responding to this RFP, Offerors shall include as Attachment 16 supplemental license agreement terms and maintenance agreement terms for Third Party Software without configurations or Custom Software.

Please find the Third Party License and Maintenance Agreements following and in the PDF folder of the flash drive.

Section 11.0: Offeror Checklist

The Offeror must address ALL sections and attachments (with the exception of Attachments 17-23 which are optional) and provide, in sequence, the information and documentation as required (referenced with the associated Offer page numbers) in the table below:

Table 2. Offer Checklist

Offer Pages (to be completed by Offeror)	Section/Attachment	RFP Reference
1	Section 1.0: Offer Transmittal Letter	"Exhibit 1, Section 2.1.1" and "Appendix A, Section 1.0"
2	Section 2.0 Offer Form OF-1	"Exhibit 1, Section 2.1.2" and "Appendix A, Section 2.0"
3	Section 3.0: Executive Summary	"Exhibit 1, Section 2.1.3" and "Appendix A, Section 3.0"
32	Section 4.0: Administrative Requirements Response	"Exhibit 1, Section 2.1." and "Appendix A, Section 4.0"
33	Section 5.0: Offeror Qualifications	"Exhibit 1, Section 2.1.6" and "Appendix A, Section 5.0"
68	Section 6.0: Business Solution	"Exhibit 1, Section 2.1.7" and "Appendix A, Section 6.0"
283	Section 7.0: Certification	"Exhibit 1, Section 2.1.8" and "Appendix A, Section 7.0"
284	Section 8.0: Confidential Information	"Exhibit 1, Section 2.1.9" and "Appendix A, Section 8.0"
285	Section 9.0: Cost	"Exhibit 1, Section 2.1.10" and "Appendix A, Section 9.0"
287	Section 10.0: Third Party License and Maintenance Agreements	"Exhibit 1, Section 2.1.11" and "Appendix A, Section 10.0"
288	Section 11.0: Offeror Checklist	"Exhibit 1, Section 2.1.11" and "Appendix A, Section 11.0"
290	Attachment 1: Offeror Financials	"Appendix A, Section 1.0"
291	Attachment 2: Offeror References	"Appendix A, Section 5.2"
303	Attachment 3: Subcontractor References	"Appendix A, Section 5.2"

Offer Pages (to be completed by Offeror)	Section/Attachment	RFP Reference
309	Attachment 4: Offeror Staff Resumes	"Appendix A, Section 5.4.5"
358	Attachment 5: Subcontractor Staff References	"Appendix A, Section 5.4.6"
367	Attachment 6: Financial Statements Compliance	"Appendix A, Section 6.1.1.9.4"
368	Attachment 7-1: Payroll and Time & Attendance Requirements	"Appendix A, Section 6.1.2"
369	Attachment 7-2: Optional Payroll and Time & Attendance Requirements	"Appendix A, Section 6.1.2"
370	Attachment 8: Responses to Technical Requirements	"Appendix A, Section 6.2.2"
371	Attachment 9: Responses to Implementation Services Requirements	"Appendix A, Section 6.3..1.1"
407	Attachment 10-1: Detailed Work Plan	"Appendix A, Section 6.3.1.2"
489	Attachment 10-2: Deployment Plan	"Appendix A, Section 6.3.1.3"
497	Attachment 10-3: Data Conversion Plan	"Appendix A, Section 6.3.1.3"
511	Attachment 10-4: Master Test Plan	"Appendix A, Section 6.3.1.3"
525	Attachment 10-5: Training Plan	"Appendix A, Section 6.3.1.3"
534	Attachment 10-6: Organizational Change Management Plan	"Appendix A, Section 6.3.1.3"
544	Attachment 11: Responses to Ongoing Services Requirements	"Appendix A, Section 6.4.2"
601	Attachment 12: Responses to Service Level Agreement Requirements	"Appendix A, Section 6.5.1"
628	Attachment 13: Cost Proposal	"Appendix A, Section 9.0"
Deleted	~~Attachment 14: RFP Exceptions~~	~~"Appendix A, Section 1.0"~~
657	Attachment 15: HCE Compliance Document (Optional)	"Appendix A, Section 1.0"
661	Attachment 16: Third Party License and Maintenance Agreements	"Appendix A, Section 10.0"
706	Attachment 17 - 23 as assigned by Offeror	

Attachment 1: Offeror Financials

Confidential Financials

CherryRoad has included our confidential financial statements in a separate, sealed envelope, in the Original Binder of this response as in soft copy on the accompanying flash drive. This information is confidential and should NOT be released.

Attachment 2: Offeror References

As required, CherryRoad has requested each of the clients listed below to complete Section 2 of the Offeror Experience Reference form and submit it directly to Debra Gagne via email.

Offeror Experience Reference Form

Section 1. To be completed by the Vendor – Offeror or Subcontractor

Vendor Name: CherryRoad Technologies Inc.	**Vendor Contact/Name:** Robert Cockrum, Client Manager
Project Dates: • **Implement Recruiting Solutions 9.2**: August 2013 – February 2014 • **Implement Talent Management 9.1**: August 2011 – June 2012 • **Implement ELM 9.0**: August 2009 – January 2010 • **Implement HCM 8.3**: May 2002 – June 2006 • **Implement Financials 8.4**: May 2002 – June 2006	**Vendor Contact Phone:** 916-715-6504

Customer Organization: State of North Dakota	**Customer Contact Name:** Pam Sharp, Director, Office of Management and Budget
	Customer Phone: 701-328-4606
Customer Address: 600 East Boulevard Avenue Department 112 Bismarck, ND 58505-0602	**Customer Fax:** 701-328-3230

Operating Budget of Organization:
The State has an estimated operating budget of $5.7B.

Project included implementation of an Enterprise Payroll Solution:
☒ Yes ☐ No

Project included implementation of an Enterprise Payroll Solution in a government and/or educational organization:
☒ Yes ☐ No

Project included implementation of an Enterprise Payroll Solution in an educational organization with more than 30,000:
☒ Yes ☐ No

Project included the implementation of Human Resources/Payroll for more than 5,000 employees:
☒ Yes ☐ No

Scope of Project:

The State of North Dakota purchased PeopleSoft to support the financial and administrative functions of state government, higher education, and public education. The State has approximately 10,000 employees and maintains a presence in each of the 53 counties within the state. There are 99 unique departments (or agencies) within the state's accounting system.

PeopleSoft provides the foundation for the State, connecting 99 government agencies and 11 institutions of higher learning on an integrated system consisting of PeopleSoft Financial Management, Human Capital Management, Student Administration, and Government and Campus portals.

Initially, CherryRoad implemented Financials for the State's centralized functions at the Office of Management and Budget (OMB) and HCM (Base HR, Base Benefits, Payroll and FSA) for all State agencies. Then CherryRoad rolled out the financial modules to the remaining North Dakota agencies. CherryRoad also hosted the implementation environments for the State from our Sacramento Data Center during the first phase of the project.

CherryRoad provided support through our PeopleSoft focused Data Center in the Sacramento, California area. The Data Center was the Level One Call Center for all application issues during the first phase of the implementation and deployment.

In July 2013, the State of North Dakota selected CherryRoad to implement the PeopleSoft Recruiting Solutions Suite. The Recruiting Solutions Suite consists of Candidate Gateway 9.2 and Talent Acquisition Manager 9.2. The rollout is statewide (8500 employees) with about 70 administrators. CherryRoad was selected from the Information Technology Department ("ITD") vendor pool.

Approximate # of System Users:

10,000 users; 72 agencies

Number of Employees of the Organization Included in the Human Resources/Payroll Implementation: 10,000 employees			
Total One-Time Cost of Project (Estimated/Actual): $15,101,600 (State and University) – Same Estimated/Actual			
Reason for Change in Total One-Time Cost of Project (if applicable): Not applicable.			
Scope of Vendor's Involvement in This Project: CherryRoad was the Prime Contractor.			
Original Value of Vendor's Contract: $15,101,600 (State and University)	**Actual Total Contract Value:** $15,101,600 (State and University)		
Reason(s) for Change in Value: No change.			
Estimated Start & Completion Dates:	• **Implement Recruiting Solutions 9.2**: August 2013 • **Implement Talent Management 9.1**: August 2011 • **Implement ELM 9.0**: August 2009 • **Implement HCM 8.3**: May 2002 • **Implement Financials 8.4**: May 2002	To:	• **Implement Recruiting Solutions 9.2**: February 2014 • **Implement Talent Management 9.1**: June 2012 • **Implement ELM 9.0**: January 2010 • **Implement HCM 8.3**: June 2006 • **Implement Financials 8.4**: June 2006

Actual Start & Completion Dates:	• **Implement Recruiting Solutions 9.2**: August 2013 • **Implement Talent Management 9.1**: August 2011 • **Implement ELM 9.0**: August 2009 • **Implement HCM 8.3**: May 2002 • **Implement Financials 8.4**: May 2002	To:	• **Implement Recruiting Solutions 9.2**: February 2014 • **Implement Talent Management 9.1**: June 2012 • **Implement ELM 9.0**: January 2010 • **Implement HCM 8.3**: June 2006 • **Implement Financials 8.4**: June 2006
Reason(s) for Difference Between Estimated and Actual Dates: N/A			

Offeror Experience Reference Form

Section 1. To be completed by the Vendor – Offeror or Subcontractor

Vendor Name: CherryRoad Technologies Inc.	**Vendor Contact/Name:** Robert Cockrum, Client Manager
Project Dates: • **Upgrade HCM 8.8 to 9.1 and Implement Time & Labor and Expenses**: May 2011 – May 2013 • **Upgrade Financials 7.5 to 8.8**: September 2005 – December 2006 • **Closing Support**: July 2002 – August 2002 (three-week engagement)	**Vendor Contact Phone:** 916-715-6504
Customer Organization: State of Vermont	**Customer Contact Name:** Brad Ferland, Director of Financial Operations
	Customer Phone: 802-828-2336
Customer Address: 133 State Street Montpelier, VT 05609	**Customer Fax:** 802-828-0383
Operating Budget of Organization: Approximately $5B	
Project included implementation of an Enterprise Payroll Solution: ☒ Yes ☐ No	
Project included implementation of an Enterprise Payroll Solution in a government and/or educational organization: ☒ Yes ☐ No	
Project included implementation of an Enterprise Payroll Solution in an educational organization with more than 30,000: ☐ Yes ☒ No	

Project included the implementation of Human Resources/Payroll for more than 5,000 employees:
☒ Yes ☐ No

Scope of Project:

Most recently, CherryRoad upgraded the State of Vermont's PeopleSoft HCM/Payroll system from version 8.8 to 9.1. As a component of the project, CherryRoad also implemented Time & Labor and Expenses statewide to replace their legacy system supporting those functions. In addition, we implemented Self-Service functionality during the upgrade.

Earlier, CherryRoad assisted the State in upgrading its PeopleSoft Financials system from version 7.5 to 8.8.

CherryRoad also provided functional year-end closing support to the State's Department of Finance and Management.

Approximate # of System Users:

9,000 users; (60 departments under 6 agencies)

Number of Employees of the Organization Included in the Human Resources/Payroll Implementation:
Nearly 10,000 employees

Total One-Time Cost of Project (Estimated/Actual):

- **Upgrade HCM 8.8 to 9.1 and Implement Time & Labor and Expenses**: $7,185,000 (Fixed-Cost, Deliverable-Based)
- **Upgrade Financials** 7.5 to 8.8: $980,000
- **Closing Support**: $45,000

Reason for Change in Total One-Time Cost of Project (if applicable):

N/A

Scope of Vendor's Involvement in This Project: CherryRoad was the Prime Contractor.			
Original Value of Vendor's Contract: **Upgrade HCM 8.8 to 9.1 and Implement Time & Labor and Expenses**: $7,185,000 (Fixed-Cost, Deliverable-Based) **Upgrade Financials 7.5 to 8.8**: $980,000 **Closing Support**: $45,000	**Actual Total Contract Value:** Same		
Reason(s) for Change in Value N/A: N/A			
Estimated Start & Completion Dates:	Same as Actual	To:	Same as Actual
Actual Start & Completion Dates:	• **Upgrade HCM 8.8 to 9.1 and Implement Time & Labor and Expenses:** May 2011 • **Upgrade Financials 7.5 to 8.8:** September 2005 • **Closing Support:** July 2002 (three-week engagement)	To:	• **Upgrade HCM 8.8 to 9.1 and Implement Time & Labor and Expenses:** May 2013 • **Upgrade Financials 7.5 to 8.8:** December 2006 • **Closing Support:** August 2002 (three-week engagement)
Reason(s) for Difference Between Estimated and Actual Dates: N/A			

Offeror Experience Reference Form

Section 1. To be completed by the Vendor – Offeror or Subcontractor

Vendor Name: CherryRoad Technologies Inc.	**Vendor Contact/Name:** Robert Cockrum, Client Manager
Project Dates: • **City-Wide Reporting Strategy:** Ongoing • **Implement ERP Support Protocols and Associated Processes:** Ongoing • **Procurement Remediation:** March 2014 – June 2016 • **Implement Treasury Cash Management and Deal Management:** April 2015 – June 2016 • **Complete HCM Remediation including Talent Management Implementation:** September 2014 – May 2016 • **Recruiting Implementation:** October 2013 – May 2014 • **HCM Enhancement:** October 2013 – May 2014 • **Implement Workflow:** October 2013 – May 2014 • **Fully Deploy Inventory:** October 2013 – May 2014 • **Complete Deployment of ESS:** October 2013 – May 2014 • **Fully Implement Asset Management:** October 2013 – May 2014 • **Implement Accounts Receivable: October** 2013 – May 2014 • **Upgrade Financials 9.0 to 9.2:** October 2013 – May 2014 • **Upgrade HCM 9.0 to 9.2:** October 2013 – May 2014 • **Remediate Remaining Financial Areas:** June 2012 – August 2013 • **Preliminary GL Remediation:** June 2012 – August 2013 • **Remediation Pilot – Payroll, Time and Labor: June 2012 – August 2013**	**Vendor Contact Phone:** 916-715-6504
Customer Organization: City of Albuquerque, NM	**Customer Contact Name:** Chris Daniel, CFA, CPA, ERP Program Manager

	Customer Phone: 505-768-3394
Customer Address: 1 Civic Plaza, Room 8057 P.O. Box 1293 Albuquerque, NM 87102	**Customer Fax:** N/A
Operating Budget of Organization: The City has an annual operating budget of approximately $900M in its general and special revenue funds.	
Project included implementation of an Enterprise Payroll Solution: ☒ Yes ☐ No	
Project included implementation of an Enterprise Payroll Solution in a government and/or educational organization: ☐ Yes ☒ No	
Project included implementation of an Enterprise Payroll Solution in an educational organization with more than 30,000: ☐ Yes ☒ No	
Project included the implementation of Human Resources/Payroll for more than 5,000 employees: ☒ Yes ☐ No	

Scope of Project:

The City of Albuquerque partnered with CherryRoad to remediate, complete, and enhance its PeopleSoft ERP implementation. The City went Live with the implementation of PeopleSoft ERP version 9.0 in January 2009. The City utilizes both the HCM and FMS suite of applications. Since Go-Live, the City has experienced a myriad of problems related to its deployment of PeopleSoft. While a number of fixes and improvements have been made, significant issues and challenges remain. In response to these circumstances, the City developed a multi-year roadmap to transform PeopleSoft into an asset. The roadmap consists of a wide range of initiatives to remediate existing functionality currently utilized by the City, complete the implementation of base modules for the integrated solution, and deploy value-added functionality.

The City chose to complete the PeopleSoft remediation project using individual work orders. A task order was issued to CherryRoad to begin each of the remediations, which include:

- Remediation Pilot – Payroll, Time and Labor
- Preliminary GL Remediation
- Remediate Remaining Financial Areas
- Implement ERP Support Protocols and Associated Processes
- Upgrade FMS and HCM from 9.0 to 9.2
- Implement Accounts Receivable
- Fully Implement Asset Management
- Complete Deployment of ESS
- Replace PARS
- Implement Hyperion Financial Management Plus
- Fully Deploy Inventory
- Implement Workflow
- HCM Enhancement
- Recruiting Implementation
- City-Wide Reporting Strategy

Approximate # of System Users:
5,800 users in 17 municipal departments

Number of Employees of the Organization Included in the Human Resources/Payroll Implementation:
5,800 employees

Total One-Time Cost of Project (Estimated/Actual):

HCM and FMS Upgrades: $1,464,000
Entire Remediation Engagement: $9,100,000
Estimated and actual costs are the same.

Reason for Change in Total One-Time Cost of Project (if applicable):
The project was delivered on time and on budget. Parts of the overall project were moved or modified from the original time estimate in order to better meet the needs of the City.

Scope of Vendor's Involvement in This Project: CherryRoad was the Prime Contractor.			
Original Value of Vendor's Contract: **HCM and FMS Upgrades**: $1,464,000 **Entire Remediation Engagement**: $9,100,000	**Actual Total Contract Value:** Same as original value.		
Reason(s) for Change in Value: **The project was delivered on time and on budget. Parts of the overall project were moved or modified from the original time estimate in order to better meet the needs of the City.**			
Estimated Start & Completion Dates:	Same as actual	To:	Same as actual

Actual Start & Completion Dates:	• **City-Wide Reporting Strategy:** Ongoing • **Implement ERP Support Protocols and Associated Processes:** Ongoing • **Procurement Remediation:** March 2014 • **Implement Treasury Cash Management and Deal Management:** April 2015 • **Complete HCM Remediation including Talent Management Implementation:** September 2014 • **Recruiting Implementation:** October 2013 • **HCM Enhancement:** October 2013 • **Implement Workflow:** October 2013 • **Fully Deploy Inventory:** October 2013 • **Complete Deployment of ESS:** October 2013 • **Fully Implement Asset Management:** October 2013 • **Implement Accounts Receivable: October** 2013 • **Upgrade Financials 9.0 to 9.2:** October 2013 • **Upgrade HCM 9.0 to 9.2:** October 2013 • **Remediate Remaining Financial Areas:** June 2012 • **Preliminary GL Remediation:** June 2012 • **Remediation Pilot – Payroll, Time and Labor:** June 2012	To:	• **City-Wide Reporting Strategy:** Ongoing • **Implement ERP Support Protocols and Associated Processes:** Ongoing • **Procurement Remediation:** June 2016 • **Implement Treasury Cash Management and Deal Management:** June 2016 • **Complete HCM Remediation including Talent Management Implementation:** May 2016 • **Recruiting Implementation:** May 2014 • **HCM Enhancement:** May 2014 • **Implement Workflow:** May 2014 • **Fully Deploy Inventory:** May 2014 • **Complete Deployment of ESS:** May 2014 • **Fully Implement Asset Management:** May 2014 • **Implement Accounts Receivable:** May 2014 • **Upgrade Financials 9.0 to 9.2:** May 2014 • **Upgrade HCM 9.0 to 9.2:** May 2014 • **Remediate Remaining Financial Areas:** August 2013 • **Preliminary GL Remediation:** August 2013 • **Remediation Pilot – Payroll, Time and Labor:** August 2013

Reason(s) for Difference Between Estimated and Actual Dates:

The project was delivered on time and on budget. Parts of the overall project were moved or modified from the original time estimate in order to better meet the needs of the City.

Attachment 3: Subcontractor References

Pacxa References

Offeror Experience Reference Form

Section 1. To be completed by the Vendor – Offeror or Subcontractor

Vendor Name: Hoike Networks, Inc. dba Pacxa	**Vendor Contact/Name**: Scott Watanabe
Project Dates: February 2012 – February 2016	**Vendor Contact Phone**: (808) 349-2114
Customer Organization: State of Hawaii, Department of Transportation - Airports Division	**Customer Contact Name**: Amy Saito
	Customer Phone: (808) 838-8678
Customer Address: 400 Rodgers Boulevard Honolulu, HI 96819	**Customer Fax**: (808) 838-8753
Operating Budget of Organization: $526M	
Project included implementation of an Enterprise Payroll Solution: ☐ Yes ☒ No	
Project included implementation of an Enterprise Payroll Solution in a government and/or educational organization: ☐ Yes ☒ No	
Project included implementation of an Enterprise Payroll Solution in an educational organization with more than 30,000: ☐ Yes ☒ No	
Project included the implementation of Human Resources/Payroll for more than 5,000 employees: ☐ Yes ☒ No	

Scope of Project:
Staff led the initial implementation of the AIRMIS21 system between October 2001 and July 2002 under a different contractor. Our consultants provided full implementation life cycle services on this project, allowing the DOTA to electronically interface revenue billings from their PROPworks application into the Oracle Accounts Receivable (AR) application. Conversely, the system also interfaces cash receipts from Oracle AR back into PROPworks. Project deliverables also included financial reporting and multiple interfaces to FAMIS. Since 2012, Pacxa consultants have provided upgrade services and support for all AIRMIS21 production and non-production environments. The team recently assisted DOTA with a major Oracle Applications upgrade. Our continuity in supporting AIRMIS21 since initial implementation has allowed the DOTA to benefit from excellent working relationships and leverage our years of deep institutional knowledge while avoiding inconvenient breaks in service and costly contract transitions. Pacxa has provided upgrade and support services to DOTA since February 2012.

Approximate # of System Users:
160

Number of Employees of the Organization Included in the Human Resources/Payroll Implementation:
N/A

Total One-Time Cost of Project (Estimated/Actual):
As Pacxa, the total contract value is $440,000 starting from 2012. The contract values has remained the same.

Reason for Change in Total One-Time Cost of Project (if applicable):
No change in contract value.

Scope of Vendor's Involvement in This Project:
Pacxa served as a contractor to the State of Hawaii, Department of Transportation Airports – Division as Pacxa since 2012.

Original Value of Vendor's Contract:	**Actual Total Contract Value**:
$440,000	$440,000

Reason(s) for Change in Value:
No change in contract value.

Estimated Start & Completion Dates:	**From**:	August 2012	**To**:	February 2016
Actual Start & Completion Dates:	From:	August 2012	**To**:	February 2016

Reason(s) for Difference Between Estimated and Actual Dates:
No change in contract dates.

Offeror Experience Reference Form

Section 1. To be completed by the Vendor – Offeror or Subcontractor

Vendor Name: Hoike Networks, Inc. dba Pacxa	**Vendor Contact/Name**: Scott Watanabe
Project Dates: May 2011 to current	**Vendor Contact Phone**: (808) 349-2114
Customer Organization: State of Hawaii, Employees' Retirement System	**Customer Contact Name**: Keith Miyamoto
	Customer Phone: (808) 586-1776
Customer Address: 201 Merchant St, Suite 1400 Honolulu, HI 96813	**Customer Fax**: (808) 587-5766
Operating Budget of Organization: $13.5M	
Project included implementation of an Enterprise Payroll Solution: ☐ Yes ☒ No	
Project included implementation of an Enterprise Payroll Solution in a government and/or educational organization: ☐ Yes ☒ No	
Project included implementation of an Enterprise Payroll Solution in an educational organization with more than 30,000: ☐ Yes ☒ No	
Project included the implementation of Human Resources/Payroll for more than 5,000 employees: ☐ Yes ☒ No	
Scope of Project: Pacxa provides support for the Oracle technology and applications in support of ERS on an annual basis since 2011 to current. Annual support cost is approximately $70,000.	

Approximate # of System Users: 105				
Number of Employees of the Organization Included in the Human Resources/Payroll Implementation: N/A				
Total One-Time Cost of Project (Estimated/Actual): $350,000/$350,000				
Reason for Change in Total One-Time Cost of Project (if applicable): There is no change in the annual project support.				
Scope of Vendor's Involvement in This Project: Pacxa provides Oracle support for the technology and applications.				
Original Value of Vendor's Contract: $350,000		**Actual Total Contract Value**: $350,000		
Reason(s) for Change in Value: There has been no change in value or change orders.				
Estimated Start & Completion Dates:	**From**:	May 2011	**To**:	current
Actual Start & Completion Dates:	From:	May 2011	**To**:	current
Reason(s) for Difference Between Estimated and Actual Dates: There is no change in dates.				

Offeror Experience Reference Form

Section 1. To be completed by the Vendor – Offeror or Subcontractor

Vendor Name: Hoike Networks, Inc. dba Pacxa	**Vendor Contact/Name**: Scott Watanabe
Project Dates: February 2013 - Present	**Vendor Contact Phone**: (808) 349-2114
Customer Organization: State of Hawaii, Department of Human Services	**Customer Contact Name**: Ryan Shimamura
	Customer Phone: (808) 561-5141
Customer Address: 1390 Miller Street, Room 104 Honolulu, HI 96813	**Customer Fax**: (808) 586-5147
Operating Budget of Organization: Approximately $3.2B	
Project included implementation of an Enterprise Payroll Solution: ☐ Yes ☒ No	
Project included implementation of an Enterprise Payroll Solution in a government and/or educational organization: ☐ Yes ☒ No	
Project included implementation of an Enterprise Payroll Solution in an educational organization with more than 30,000: ☐ Yes ☒ No	
Project included the implementation of Human Resources/Payroll for more than 5,000 employees: ☐ Yes ☒ No	

Scope of Project:
As a subcontractor to KPMG, Pacxa played an integral role in the initial planning, design, development, testing and implementation of the KOLEA system. Since going live in 2013, Pacxa has been providing 24x7 operations support for this key public-facing eligibility system for the State.

Pacxa provides full-service infrastructure support for the KOLEA production systems as well as the non-production development environments. These services include datacenter hosting for primary and secondary sites. The service level agreement metrics for the systems include a production runtime objective of 99.9%.

Approximate # of System Users:
350

Number of Employees of the Organization Included in the Human Resources/Payroll Implementation:
N/A

Total One-Time Cost of Project (Estimated/Actual):
KPMG's overall contract is $144M. Pacxa's total subcontractor portion is estimated $17.5M. that figure includes all hardware, software, implementation services, and Infrastructure M&O services. Actual is $18M.

Reason for Change in Total One-Time Cost of Project (if applicable):
Change was due to increased KPMG requirements to support the development environments in M&O for the project.

Scope of Vendor's Involvement in This Project:
Pacxa served as a subcontractor to KPMG in this project.

Original Value of Vendor's Contract:	**Actual Total Contract Value**:
As a subcontractor, we do have visibility to the total contract value. Our subcontractor agreement with KPMG was valued at $17.5M.	$18M

Reason(s) for Change in Value:
Change was due to increased KPMG requirements to support the development environments in M&O for the project.

Estimated Start & Completion Dates:	**From**:	February 2013	**To**:	Present
Actual Start & Completion Dates:	**From**:	February 2013	**To**:	Present

Reason(s) for Difference Between Estimated and Actual Dates:
Pacxa is continuing to provide Infrastructure M&O services. Contract to terminate December 2016

Attachment 4: Offeror Staff Resumes

Please see Attachment 4: Offeror Staff Resumes following.

	Experience Summary
~~**Dan Berta**~~ ~~Project Manager~~	~~• PeopleSoft Certified Technical Consultant~~ ~~• More than 20 years of technical experience as a PeopleSoft ERP Professional~~ ~~• More than 10 years of experience in the Public Sector~~ ~~• Extensive experience received on PeopleSoft projects including many in the Public Sector (PeopleSoft versions 4 through 9.0) as Technical Manager or Lead~~ • ~~Recent projects include City and County of San Francisco, CA (9.2); City of Seattle, WA (9.2); Fox Entertainment Group (9.2); Indiana Public Retirement System (INPRS); State of Connecticut; Broward County Sheriff's Office, FL; and Hennepin County, MN~~
Bill Hansen, PMP **Project Manager**	• More than 17 years of experience as a PeopleSoft ERP professional with over 6 years of experience in the public sector • Certified Project Management Professional (PMP) • Certified Oracle PeopleSoft HCM Expert • Extensive training in all PeopleSoft HCM modules • Recent projects include City of San Jose, CA; Salt Lake County, UT; City of Glendale, AZ; State of Oklahoma; State of Georgia; and Temple University Health System
Greg Knudsen Integration Lead	• Length of Service with CherryRoad: 19 years • Certified PeopleSoft Enterprise HCM Implementation Specialist • More than 23 years of experience as a PeopleSoft ERP Professional • Over 20 years of experience in the Public Sector • Extensive knowledge of all Human Resources modules • Has led multiple HR implementations to success • Recent projects include City of Albuquerque, NM ; Placer County, CA; City of El Paso, TX; State of North Dakota; State of Oklahoma; and State of Delaware
Renee Passarello Payroll Lead	• Certified PeopleSoft HCM Consultant • Over 16 years of experience implementing and upgrading all PeopleSoft HR Modules • Extensive Payroll and Time & Labor module knowledge and training • Recent projects include Price Chopper; New York City Transit Authority MTA); New York Public Library; W.L. Gore & Associates; Temple University Health System; Illinois Tool Works; Saint Gobain; and University of Virginia Hospital

	Experience Summary
~~**Chris Torrence**~~ ~~Absence Management Lead~~	~~• PeopleSoft Consultant with proven history of leveraging technical expertise to drive the implementation and optimization of technology solutions for clients in multiple industries.~~ ~~• Strong functional expertise in PeopleSoft HCM with emphasis on Global Absence Management and Time & Labor gained from six years of experience supporting, configuring, optimizing and upgrading PeopleSoft in an enterprise environment.~~ ~~• Capable of motivating and driving technical teams through all phases of the project lifecycle.~~ ~~• Excellent at interfacing with business users and technical personnel to understand business needs, identify opportunities for optimization, develop specifications, and drive to the successful completion of projects and support in a complex business environment.~~ • ~~Recent projects include San Diego County Office of Education, CA; University of Kansas; and Nestle~~
Saurabh Marathe Technical Manager	• Certified PeopleTools Application Developer • Extensive knowledge of and training in PeopleTools, PeopleCode and Application Engine as well as all PeopleSoft HRMS and Financial Modules • More than 12 years of experience as a PeopleSoft Technical professional • In-depth knowledge of PeopleSoft Enterprise Portal • Over 8 years in the Public Sector • Technical Manager of multiple Financial Implementation projects in the Public Sector • Recent projects include San Diego County Office of Education, CA; State of Minnesota; City of Raleigh, NC; Metro-North Transit Authority (MTA), NY; and Citibank
Jay Kalter Reporting Manager	• More than 18 years of experience as a PeopleSoft ERP Professional • Extensive technical training in all PeopleTools modules • Has performed as Senior Technical Lead on multiple large engagements over the past ten years • Recent project include San Diego County Office of Education, CA; Fox Entertainment Group; Indian Public Employees Retirement System (INPRS); and Abercrombie & Fitch

	Experience Summary
~~**Mary Myhre**~~ ~~Change Manager~~	~~• More than 30 years of experience in ERP implementation, Project Management, Organizational Change Management, Strategic Planning, and HCM consulting~~ ~~• Provided successful Project Management and Organizational Change Management for wide range of PeopleSoft and SAP ERP implementations~~ ~~• Prosci Change Management Certified~~ ~~• Recent projects include City of Seattle, WA; King County, WA; Fulton County, GA; and the Pennsylvania Turnpike Commission~~
Diana Boswell Testing Manager	• CherryRoad Practice Manager with over 15 years of experience implementing PeopleSoft • Managed multiple large-scale PeopleSoft Financials implementations • In-depth knowledge of PeopleSoft applications and extensive expertise with the Accounts Payable, Accounts Receivable, and Purchasing modules • Recent projects include San Diego County Office of Education, CA (9.2); Port of Seattle, WA; City of El Paso, TX; Best Western International; Hennepin County, MN; Escambia County, FL; and State of Minnesota
Alan Larsen DBA	• 25 years of technical consulting experience • His areas of expertise include system analysis, design, development and implementation • Experience has an emphasis on database technology with a primary focus on Oracle Database Administration (DBA) • Recent projects include State of Hawaii and City of Honolulu
Laurie Brooks OCM	• Over 25 years of information technology experience, including project and program management, business analysis, and IT consulting business management • Certified Project Management Professional (PMP)
Sherilyn Kimura OCM	• Specializes in Education, State and Local Government, Insurance and Non-profit industries • Her areas of expertise include business process analysis and re-design, change management, project management, program management, system requirements gathering, facilitation, strategic planning, policies and procedures development, vendor evaluation and selection, system analysis, design, testing and implementation • Received a Change Leadership Certificate in 2014 from Cornell University

BILL HANSEN, PMP
Director

Project Summary

Client Names	*Role On Project*	*Dates On Project*
City of San Jose, CA	Project Manager	07/15 – Present
Salt Lake County, UT	Project Manager	11/13 – 06/15
City of Glendale, AZ	Project Manager	11/13 – 01/14
State of Oklahoma	Project Manager	06/13 – 10/13
State of Georgia	Project Manager	10/11 – 06/13
PPL	Lead Consultant	08/11 – 11/11
Enterprise Testing Solutions (ETS)	Project Manager/Lead Consultant	09/09 – 08/11
Temple University Health System	Project Manager/Lead Consultant	01/08 – 06/08
Ameren UE	Lead Consultant	11/07 – 12/07
Bronson Heath Care	Project Manager	07/07 – 10/07
Ameriprise Financial	Lead Consultant	04/07 – 07/07
TD Ameritrade	Lead Consultant	01/07 – 04/07
Cleveland Cliffs	Lead Consultant	11/06 – 12/06
Cardinal Health	Lead Consultant	04/06 – 10/06
Scholastic Publishing	Lead Consultant	02/06 – 04/06
Markel Insurance	Lead Consultant	10/05 – 12/05
State of North Dakota	Lead Consultant	09/05 – 09/05

Skills Summary

Certifications & Training:
- Project Management Professional Certification, Project Management Institute, 2008
- Certified Expert PeopleSoft 9.0 Human Resources Consultant, 2009
- Certified Expert PeopleSoft 9.1 Human Capital Management Human Resources Consultant, 201

PeopleSoft Experience:
- 17 years

PeopleTools:
- SQL/SQR
- User Productivity Kit (UPK)

Methodologies:
- PMBOK
- Agile
- Software Development Lifecycle

Taleo Modules:
- Taleo Enterprise Edition

Hyperion Modules:
- Planning Plus
- Public Sector Planning and Budgeting

PeopleSoft Modules:
- Absence Management
- Accounts Payable
- Accounts Receivable
- Asset Management
- Benefits Administration
- Billing
- Cash Management
- Contracts
- eBenefits
- General Ledger
- Grants
- Payroll for North America
- Procurement
- Project Costing
- Human Resources/Base Benefits
- PeopleSoft Data Archive Manager Time & Labor

Professional Experience Summary

Client Name:	***City of San Jose, CA***
Role(s) on Project:	***Project Manager / Engagement Manager***
HCM Module(s):	***Absence Management, Base Benefits, Benefits Administration, HR, Payroll for North America, Time & Labor***
Hyperion Module(s):	***Planning Plus, Public Sector Planning and Budgeting***
Taleo Module(s):	***Taleo Enterprise Edition***
Environment:	***PeopleSoft v9.2***

Managed a team of more than 65 CherryRoad consultants and City employees from multiple agencies. Upgraded PeopleSoft 9.2 core HR modules, implemented PeopleSoft Absence Management and Time and Labor modules, implemented Hyperion and Taleo, and managed the move to a host environment.

- Met with stakeholders to keep them informed of project.
- Created and maintained project plan.
- Created and implemented testing, quality, and knowledge transfer plans.

Client Name:	***Salt Lake County, UT***
Role(s) on Project:	***Project Manager / Engagement Manager***
FDM Module(s):	***Asset Management, AP, AR, Billing, Contracts, GL, Grants, Procurement, Project Costing***
HCM Module(s):	***Absence Management, Base Benefits, Benefits Administration, HR, Payroll for North America, Time & Labor, PeopleSoft Data Archive Manager***
Hyperion Module(s):	***Planning Plus, Public Sector Planning and Budgeting***
Environment:	***PeopleSoft v9.2***

Managed a team of more than 50 CherryRoad consultants and County employees from multiple agencies for the implementation of PeopleSoft 9.2 FDM and HCM modules.

- Met with stakeholders to keep them informed of project.
- Created and maintained project plan.
- Created and implemented testing plan.
- Managed post production support for the County.
- Led requirements gathering for PeopleSoft Security.
- Created new processes for the County to work with PeopleSoft.

Client Name:	***City of Glendale, AZ***
Role(s) on Project:	***Project Manager / Engagement Manager***
Module(s):	***HR, Base Benefits, Payroll for North America, Time & Labor***
Environment:	***PeopleSoft v 9.2***

Managed a team of CherryRoad consultants and City employees from multiple agencies for the upgrade of PeopleSoft HR, Base Benefits, Payroll for North America, and Time and Labor version 9.2.

- Created Statements of Work (SOWs) for project.
- Met with stakeholders to keep them informed of project.
- Created and maintained project plan.
- Created and implemented testing plan.

Client Name: ***State of Oklahoma, Treasurer***
Role(s) on Project: ***Project Manager***
Module(s): ***Cash Management***
Environment: ***PeopleSoft v8.9***

Managed a team of CherryRoad consultants and State employees from multiple agencies for the implementation of PeopleSoft Enterprise Cash Management version 8.9.

- Created multiple Statements of Work (SOWs) for project.
- Met with stakeholders to keep them informed of project.
- Created and maintained project plan.
- Created and implemented testing plan.
- Created and implemented training.
- Led requirements gathering for PeopleSoft Security.
- Assisted in modifying state project methodology.

Client Name: ***State of Oklahoma, Department of Commerce***
Role(s) on Project: ***Project Manager***
Module(s): ***Grants, Project Costing, Contracts, AR, Billing***
Environment: ***PeopleSoft v8.9***

Managed a team of CherryRoad consultants and State employees from multiple agencies in Production support activities of PeopleSoft Enterprise General Ledger, Projects, and Grants version 8.9.

- Created multiple Statements of Work (SOWs) for project.
- Met with stakeholders to keep them informed of project.
- Created and maintained project plan.
- Created and implemented testing plan.
- Assisted with resolving Production issues.

Client Name: ***State of Oklahoma, Department of Health***
Role(s) on Project: ***Project Manager***
Module(s): ***Grants, Project Costing, Contracts, AR, Billing***
Environment: ***PeopleSoft v8.9***

Managed a team of consultants in implementation activities for PeopleSoft Enterprise modules version 8.9.

- Created multiple Statements of Work (SOWs) for project.
- Met with stakeholders to keep them informed of project.

Client Name: ***State of Oklahoma, Office of State Finance Division of Accounting and Reporting (DCAR)***
Role(s) on Project: ***Project Manager***
Module(s): ***Grants, Project Costing, Contracts, AR, Billing***
Environment: ***PeopleSoft v8.9***

Managed a team of CherryRoad consultants in Production support activities of PeopleSoft Enterprise General Ledger, Projects, and Grants version 8.9.

- Created multiple Statements of Work (SOWs) for project.
- Met with stakeholders to keep them informed of project.

Client Name: ***State of Georgia, Enterprise Wide***
Role(s) on Project: ***Project Manager***
Module(s): ***Time & Labor, Absence Management***
Environment: ***PeopleSoft 9.1***

Led team of State resources to determine direction for PeopleSoft Enterprise Time and Labor and Absence Management implementation version 9.1 for an Enterprise wide rollout.

- Assisted in creating Project Charter.
- Created and maintained project plan.
- Facilitated requirements gathering sessions.

Client Name: ***State of Georgia, Department of Corrections***
Role(s) on Project: ***Project Manager***
Module(s): ***Time & Labor, Absence Management***
Environment: ***PeopleSoft 9.1***

Led team of CherryRoad and State resources to implement PeopleSoft Enterprise Time and Labor and Absence Management implementation version 9.1 at one of the State of Georgia's largest agency.

- Led client in Time Collection Device (TCD) vendor selection including:
  - Wrote TCD RFP.
  - Created vendor selection criteria.
  - Led vendor conference.
  - Assisted in resolving RFP protests.
- Created and maintained project plan.
- Created and implemented Communication Plan.
- Created and implemented testing plan.
- Created and implemented Training.
- Assisted client is creating RFP for external Independent Validation and Verification team (IV&V).
- Worked with external IV&V.
- Led team of over 200 testers.
- Met with stakeholders (including Governors Staff, State CIO, Agency Commissioners and Directors) to keep them informed of project.
- Managed integration between multiple vendors and State agencies.
- Assisted Agency PMO is updating project Methodology.

Client Name: ***State of Georgia***
Role(s) on Project: ***Lead Consultant***
Module(s): ***Time & Labor, Absence Management***
Environment: ***PeopleSoft 9.1***

Led team of State resources to determine requirements to implement PeopleSoft Enterprise Time and Labor and Absence Management implementation version 9.1.

- Led Time & Labor requirements gathering sessions.
- Led Absence Management requirements gathering sessions.
- Assisted in the creation of Project Charter.
- Created pre-project plan Roadmap to discuss timelines with stakeholders.

Client Name: ***PPL***
Role(s) on Project: ***Lead Consultant***
Module(s): ***Time & Labor, Absence Management***
Environment: ***PeopleSoft 9.1 Fit/Gap***

Led an upgrade fit/gap of PeopleSoft Enterprise Time & Labor and Absence Management from version 8.9 to 9.1 to determine required system and procedure changes.

- Documented and presented 34 recommendations to improve Time & Labor.
- Led Time & Labor fit/gap sessions.
- Led Absence Management fit/gap sessions.
- Analyzed Absence Management, Time & Labor and Mobile Time and Expense to determine the best solution.
- Worked with client to determine required functionality.
- Assisted client with post go-live support for PeopleSoft 8.9.

Client Name: ***Enterprise Testing Solutions***
Role(s) on Project: ***Project Manager, Lead Consultant***
Module(s): ***Administer Workforce, Base Benefits, BenAdmin, Time & Labor, Payroll for North America***
Environment: ***PeopleSoft 8.9 Upgrade***

Assisted client with upgrade of PeopleSoft Enterprise version 8.8 to 9.1, outsourcing of PeopleSoft Payroll for North America, and hosting of PeopleSoft Administer Workforce, Base Benefits, Benefits Administration, and Time & Labor.

- Assisted with Contract and Master Service Agreement (MSA) review and response.
- Provided project updates to project sponsors and executive management.
- Assisted with ROI for customizations.
- Created Strategy documents for Data Quality issue resolution.
- Assisted client with post go-live support for PeopleSoft 8.8.

Client Name: ***Temple University Health System***
Role(s) on Project: ***Project Manager, Lead Consultant***
Module(s): ***Payroll for North America, Base Benefits, Administer Workforce***
Environment: ***PeopleSoft 8.9 Upgrade***

Managed all aspects of data management between PeopleSoft Enterprise 8.9 and Kronos version 5.2. This included interface design, system security, procedures, and testing. Completed all tasks on time and within budget.

- Managed functional and technical teams.
- Created interface from Kronos to PeopleSoft Payroll for North American and Absence Management to load employees' reported time and attendance data.
- Created interface from PeopleSoft to Kronos to synchronize employee demographic data.
- Created interface from PeopleSoft to Kronos to synchronize accounting data for time reporting.
- Created interface from PeopleSoft to Kronos to synchronize employee leave balances.
- Created interface to support mapping tables for system synchronization between PeopleSoft and Kronos.

Client Name: ***Ameren UE***
Role(s) on Project: ***Lead Consultant***
Module(s): ***Payroll for North America, Absence Management***
Environment: ***PeopleSoft 9.0 Functionality Demonstration***

Led requirements gathering sessions for a potential PeopleSoft Enterprise Payroll for North America and Absence Management upgrade client.

- Led sessions to review 9.0 functionality of Absence Management and Payroll for North America to stakeholders ranging from Directors, technical teams and power users.
- Led follow-up sessions.
- Authored Absence Management, Time and Attendance, and Payroll for North America results documentation.

Client Name: ***Bronson Heath Care***
Role(s) on Project: ***Project Manager***
Module(s): ***Base Benefits, BenAdmin, Administer Workforce, Payroll for North America***
Environment: ***PeopleSoft 8.9 Upgrade***

Managed all aspects of testing of upgrade from PeopleSoft Enterprise 8.3 to 8.9 for Administer Workforce, Base Benefits, Benefits Administration, and Payroll for North America.

- Completed all tasks on time and within budget.
- Managed functional team.
- Presented progress reports to senior stakeholders.
- Determined strategy for User Acceptance Testing and Parallel Testing.
- Created test scripts and test scenarios.

Client Name: ***Ameriprise Financial***
Role(s) on Project: ***Lead Consultant***
Module(s): ***Absence Management***
Environment: ***PeopleSoft 8.9 System Design***

Responsible for determining if PeopleSoft Enterprise Absence Management was a "fit" for a production PeopleSoft Enterprise Time & Labor client.

- Managed functional team.
- Created labor and cost estimates for multiple Absence Management and Time & Labor solutions.
- Created Business Cases for automated enrollment of employees into Absence Management, custom Absence Entry page, custom Approval page.
- Led Absence Management fit/gap sessions.
- Led Absence Management training sessions for Payroll department.
- Created functional specifications for automated enrollment of employees into Absence Management, custom Absence Entry page, custom Approval page.
- Analyzed Absence Management, Time & Labor and Base Benefits to determine the best leave solution.

Client Name: ***TD Ameritrade***
Role(s) on Project: ***Lead Consultant***
Module(s): ***Time & Labor***
Environment: ***PeopleSoft 8.9 Post Go-Live Support***

Assisted client in improving performance of PeopleSoft Enterprise Time & Labor.

- Re-designed Time & Labor processes for Payroll department.
- Led re-configuration and process enhancement.
- Created functional specifications for automated enrollment of employees into Time & Labor.

- Designed, documented and built Time & Labor rules.
- Presented Time & Labor training sessions for Payroll department to reduce processing time.

Client Name: ***Cleveland Cliffs***
Role(s) on Project: ***Lead Consultant***
Module(s): ***Time & Labor, Absence Management, Payroll for North America***
Environment: ***PeopleSoft 8.8 Upgrade Workshop***

Led presentations and requirements gathering sessions for a potential PeopleSoft Enterprise Payroll for North America, Time & Labor, and Absence Management client.

- Conducted interviews to gather data from end users, managers and stakeholders.
- Co-presented results of findings document to stakeholders ranging from Directors, technical teams and power users.

Client Name: ***Cardinal Health (eHRO)***
Role(s) on Project: ***Lead Consultant***
Module(s): ***Time & Labor and KCRS (Absence Management)***
Environment: ***PeopleSoft 8.9***

Led workshops to determine time and attendance requirements of Fortune 20 Company.

- Managed time and attendance functional team.
- Created and maintained time & attendance project plan for implementation of outsourced system.
- Worked with internal development teams to determine baseline functionally and develop procedures.
- Created requirements gathering templates for time and attendance.
- Worked with client to determine required functionality.

Client Name: ***Scholastic Publishing***
Role(s) on Project: ***Lead Consultant***
Module(s): ***Time & Labor, Payroll for North America***
Environment: ***PeopleSoft 8.9 Upgrade Fit/Gap***

Led an upgrade fit/gap of PeopleSoft Enterprise Time & Labor from version 8.0 to 8.9 to determine required system and procedure changes.

- Led Time & Labor fit/gap sessions.
- Assisted in developing a custom interface from Time & Labor and Payroll for North American to J D Edwards General Ledger system.
- Developed strategy to archive old exceptions; determined a procedure to handle exceptions.
- Managed sessions to determine and document Time & Labor as-is procedures.

Client Name: ***Markel Insurance***
Role(s) on Project: ***Lead Consultant***
Module(s): ***Time & Labor***
Environment: ***PeopleSoft 8.3 Post Go-Live Sup***

- Assisted production client in improving performance of PeopleSoft Enterprise Time & Labor.
- Returned to client to implement prior recommendations.
- Documented and built Time & Labor rules.
- Created and documented Time & Labor procedures.
- Reduced the number of exceptions via improving Time & Labor / Payroll processes.
- Reduced Time Administration processing time.
- Created and documented Time & Labor procedures.
- Reduced the number of exceptions via improving Time & Labor / Payroll processes.

Client Name: ***Perot Systems***
Role(s) on Project: ***Lead Consultant***
Module(s): ***Time & Labor***
Environment: ***PeopleSoft 8.9***

Assisted production client with design and documentation of billing interface.

- Led requirement-gathering sessions to determine the requirements for the custom interface from Time & Labor to a mainframe billing system.
- Created and documented procedures for interface.
- Was responsible for all functional testing of the custom interface.

Client Name: ***State of North Dakota***
Role(s) on Project: ***Lead Consultant***
Module(s): ***Time & Labor, Absence Management***
Environment: ***PeopleSoft 8.9 Fit/Gap and Demo***

Responsible for conducting all functional aspects of the fit/gap to assist a potential PeopleSoft Enterprise client in determining if Time & Labor and Absence Management were appropriate for its statewide time and attendance requirements. Activities included:

- Led sessions to review 8.9 functionality of Time & Labor and Absence Management.
- Conducted interviews to determine legacy Business Processes.
- Documented and presented findings to stakeholders.

Education

- Bachelor of Science, Maryville University, St. Louis, Missouri

GREG KNUDSEN
Senior Applications Consultant II

Project Summary

Client Names	*Role On Project*	*Dates On Project*
City of Albuquerque, NM	Project Manager/HCM Lead	09/14 – Present
Placer County, CA	Project Manager/HCM Lead	01/14 – 09/14
City of El Paso, TX	Project Manager/HCM Lead	11/12 – 11/13
State of North Dakota	Talent Management Lead	08/11 – 10/12
State of Oklahoma	HCM Lead	01/09 – 07-11
State of Delaware	HR Functional Consultant	11/08 -- 01/09
State of New Mexico	Payroll Lead	04/06 – 05/09
Bay Area Rapid Transit, CA	Functional Manager	04/05 – 04/06
State of North Dakota	HCM Lead	06/02 – 03/05
Harvard University	Payroll Functional Lead	11/01 – 06/02
Portland Public Schools, OR	Payroll Functional Lead	10/99 – 10/01
County of Solano, CA	HCM Lead	09/97 – 09/99
East Bay Municipal Utility District, CA	Payroll Functional Lead	09/96 – 08/99

Skills Summary

Certifications & Training:
- PeopleSoft Enterprise 9.0 HCM Certified Implementation Specialist, 2010

PeopleSoft Experience:
- 23 years

Public Sector Experience:
- 20 years

PeopleSoft Modules:
- Payroll
- Benefits Administration
- Human Resources
- Commitment Accounting
- Employee/Manager Self-Service
- eProfile Manager Desktop
- Company Directory
- Talent Management
- Expenses

PeopleTools:
- Process Scheduler
- Crystal/Query

Methodologies:
- Prototyping

Professional Experience Summary

Client Name: ***City of Albuquerque, NM***
Role(s) on Project: ***Project Manager/HCM Lead***
Module(s): ***eProfile, eBenefits***
Environment: ***PeopleSoft 9.2***

HCM lead on a series of initiatives that expanded the capabilities of the PeopleSoft HCM system. The new functionality includes: Self-Service for Payroll changes, Benefits Administration, Life Events, and Open Enrollment, Department-initiated HR actions, and Talent Management. Responsible for the following:

- Project Management
- Scope definition
- Requirements validation
- FIT/Gap analysis
- eProfile/eBenefits feature implementation
- Redesign and implementation of Benefits Administration
- Integration and User Acceptance testing
- Production roll-out and support

Client Name: ***Placer County, CA***
Role(s) on Project: ***Project Manager/HCM Lead***
Module(s): ***eProfile, eBenefits***
Environment: ***PeopleSoft 9.1***

HCM lead on a series of initiatives that expanded the capabilities of the PeopleSoft HCM system. The first initiative focused on implementing delivered self-service and workflow features. The new functionality included: Employee and Manager Self-Service for Personal Data changes, training requests, request approvals, and eBenefits Life Events. Responsible for the following:

- Project Management
- Scope definition
- Requirements validation
- FIT/Gap analysis
- eProfile/eBenefits feature implementation
- Integration and User Acceptance testing
- Production roll-out and support

Client Name: ***City of El Paso, TX***
Role(s) on Project: ***Project Manager***
Module(s): ***HCM***
Environment: ***PeopleSoft v9.1***

Provided post-production support for an 8.9 to 9.1 HCM upgrade. Updated business processes for Payroll, Benefits, and Commitment Accounting. Managed functional and technical consultants responsible for implementing Assets, Projects, Treasury, and GL/KK.

- Provided Payroll and HR post-production upgrade support.
- Review and reengineering of HR, Payroll, and Benefits Administration business processes.
- Coordinated Financials modules implementation efforts.
- Troubleshot Financials and HCM production issues.

Client Name: ***State of North Dakota***
Role(s) on Project: ***Talent Management Lead***
Module(s): ***Profile Management, ePerformance, Succession Planning, Careers***
Environment: ***PeopleSoft v9.1 Implementation***

Managed the implementation of the Talent Management suite for the State. Responsibilities are ongoing and will include: Project Management, design, testing, creating training materials and module roll-out.

- Lead the State-wide implementation.
- Configure all modules in the Talent Management suite.
- Identify development requirements and create development requests.
- Create test scripts and training materials using the UPK tool
- Lead the system and user acceptance testing.
- Implement Talent Management for all participating State agencies.

Client Name: ***State of Oklahoma***
Role(s) on Project: ***HCM Lead, Expenses Business Analyst***
Module(s): ***Commitment Accounting, Payroll, Expenses***
Environment: ***PeopleSoft v9.0 Implementation***

Managed implementation of Commitment Accounting module. Responsibilities included design, development, testing and application roll-out. Evaluated the Expenses module and prepared project plan.

- Led the statewide implementation of Commitment Accounting.
- Evaluated and implemented Change Management opportunities.
- Developed and delivered Commitment Accounting training for all state agencies.
- Conducted evaluation of the Expenses module.
- Implemented Higher Education campuses onto PeopleSoft Payroll. This included defining HR and Payroll set-up tables, and HR and Payroll business processes.

Client Name: ***State of Delaware***
Role(s) on Project: ***HR Functional Consultant***
Module(s): ***HR, Base Benefits***
Environment: ***PeopleSoft v8.9***

Assisted with upgrade from version 8.3 to 8.9. Focus of responsibilities was on change management opportunities, evaluating and testing upgrade, conversion programs and performing upgrade testing.

- Evaluated HR change management opportunities.
- Conducted Fit/Gap for the PeopleSoft version 8.3 to 8.9 upgrade.
- Evaluated the upgrade and conversion programs.
- Created HR test scripts.
- Performed upgrade testing.

Client Name: ***State of New Mexico***
Role(s) on Project: ***Payroll Lead***
Module(s): ***Payroll, Commitment Accounting, Benefits Administration***
Environment: ***PeopleSoft v8.9***

Responsible for managing the statewide implementation of v8.9 Payroll for 25,000 employees in 114 state agencies. The areas of payroll responsibility included: Payroll and HR design, customization development, integration testing, Payroll and HR validation, go-live planning and execution, and post-production support.

- Conducted business process analysis.
- Configured Payroll tables.
- Implemented statewide payroll.
- Performed payroll support after go-live.
- Implemented year end process and produced year-end W-2s.

Client Name: ***Bay Area Rapid Transit (BART), Oakland CA***
Role(s) on Project: ***Functional Manager***
Module(s): ***HCM (Payroll, HR, Benefits Administration, T&L, Recruitment)***
Environment: ***PeopleSoft v8.8***

Responsible for managing the functional team and the functional implementation of PeopleSoft HCM v8.8. The focus of the project was business process reengineering and change management. PeopleSoft was used as a tool to accomplish the desired organizational change.

- Managed a functional consulting team of 6 consultants.
- Identified change management opportunities and analyzed how PeopleSoft could support those opportunities.
- Worked closely with BART management on business process reengineering.

Client Name: ***State of North Dakota***
Role(s) on Project: ***HCM Lead***
Module(s): ***HCM (Payroll, HR, Benefits Administration, Commitment Accounting, FSA)***
Environment: ***PeopleSoft v8.8***

Responsible for the statewide implementation of all HCM modules. This included 80 state agencies and benefits administration for 80 state agencies and seven higher education campuses.

- Conducted business process analysis.
- Configured all HCM tables.
- Implemented state-wide payroll, HR, benefits, benefits administration, FSA, and Commitment Accounting.
- Performed payroll support after go-live.

Education

- Bachelor of Science, Organizational Psychology, San Diego State University

RENEE PASSARELLO
Senior Applications Consultant

Project Summary

Client Names	Role On Project	Dates On Project
San Diego County Office of Education, CA	Payroll Lead	11/13 – Present
Catholic Health Partners	Payroll Conversion Support	10/13 – 11/13
Salt Lake County, UT	Benefits/Payroll Support	06/13 – 10/13
Price Chopper (Golub Corporation)	Payroll Lead	12/12 – 04/13
New York City Transit Authority (MTA)	Payroll Lead	09/10 – 12/12
New York Public Library	Project Lead	05/10 – 09/10
W. L. Gore	Lead Consultant	12/09 – 03/10
Temple University Hospital	Testing Lead/Production Support	03/09 – 12/09
Illinois Tool Works	Payroll Lead	03/09 – 08/08

Skills Summary

Certifications & Training:
- PeopleSoft Certified HCM Consultant, 2009

PeopleSoft Experience:
- 20 years

Public Sector Experience:
- 5 years

PeopleSoft Modules:
- North American Payroll
- Global Payroll
- Workforce Administration
- Base Benefits
- Employee Self Service

PeopleTools:
- Process Scheduler
- Crystal/Query

Methodologies:
- Conversion Mapping
- Software Development Lifecycle

Operating Systems:
- Windows NT/2003/2007

Databases:
- Oracle

Software:
- MS Office Suite
- MS Visio

Professional Experience Summary

Client Name: ***San Diego County Office of Education, CA***
Role(s) on Project: ***Payroll Lead***
Module(s): ***HCM, Benefits Administration***
Environment: ***PeopleSoft v9.2***

Payroll Lead for a phased full life cycle HCM implementation of a large school system comprising 56 school districts.

- Led configuration effort, developed crosswalks and mapping documents.
- Developed specification documents for multiple customizations.
- Assisted in the preparation of training materials.
- Led Payroll parallel testing effort, including developing comparison queries spreadsheets.

- Developed business processes to support Retirement and Payroll Audit functions.
- Support troubleshooting of post-production issues.

Client Name: ***Catholic Health Partners***
Role(s) on Project: ***Payroll Conversion Support***
Module(s): ***Payroll***
Environment: ***PeopleSoft v9.1***

- Provided testing and Support testing and provide Payroll expertise.
- Assist with deployment activities.
- Troubleshoot post production issues.

Client Name: ***Salt Lake County, UT***
Role(s) on Project: ***Benefits/Payroll Support***
Module(s): ***HCM***
Environment: ***PeopleSoft v9.1 Implementation***

Full life-cycle implementation of HCM for the county office.

- Performed support for Benefits and Payroll conversion mapping, validation and testing. With emphasis on benefits procedures and vendor interfaces.

Client Name: ***Price Chopper (Golub Corporation)***
Role(s) on Project: ***Payroll Lead***
Module(s): ***HCM***
Environment: ***PeopleSoft v9.1 Implementation***

Full life-cycle implementation involving a large multi-state grocery chain.

- Performed requirements gathering and Fit/Gap Analysis, including recommendation for improved multi-state tax processing, 13-month fiscal year calendar, and processing of employees that work in multiple states during a work period.

Client Name: ***New York City Transit Authority (MTA)***
Role(s) on Project: ***Payroll Lead***
Module(s): ***HCM***
Environment: ***PeopleSoft v9.0 Implementation***

Full life cycle phased HCM implementation involving seven city agencies and approximately 40,000 employees.

- Developed functional design documents for interfaces, reports and customizations.
- Configured Payroll control tables and develop mapping and crosswalk tables.
- Configure FLSA processing for complex union requirements.
- Developed T&L functional design to accommodate custom FLSA reporting.
- Managed garnishment conversion.

Client Name: ***New York Public Library***
Role(s) on Project: ***Project Lead***
Module(s): ***HCM, Base Benefits, Payroll***
Environment: ***PeopleSoft v8.8***

Performed Payroll health-check, assessed use and configuration of HCM/Payroll and related Financial integration, and provided recommendations to optimize Payroll foundation by leveraging delivered functionality.

- Provided recommendations to maximize effectiveness of PeopleSoft investment, organizational readiness and Payroll staffing requirements.
- Optimized delivered functionality to eliminate custom processes and work-arounds and review and 'scrub' control tables.
- Provided full garnishment audit, process improvement, training and documentation.

Client Name: ***W. L. Gore***
Role(s) on Project: ***Lead Consultant***
Module(s): ***Payroll***
Environment: ***PeopleSoft v8.8***

Fully responsible for year-end, including processing and reconciliation of year-end reports, loading W-2 data, preparation of all federal and state files, and transmission of file to SSA.

- Responsible for development/maintenance of processing checklist, review validation/update of Tax Form Definitions, Print Parameters, and preparation/maintenance of reconciliation spreadsheet.
- Conducted full audit of garnishments with recommendations for process improvement, enhanced documentation and training.
- Conducted Tax Update testing.
- Provided local tax expertise and developed queries to identify EE requiring MCTMT tax.

Client Name: ***Temple University Hospital***
Role(s) on Project: ***Testing Lead/Production Support***
Module(s): ***HCM, Payroll, Benefits Administration***
Environment: ***PeopleSoft v8.9***

Led testing effort including integration and parallel testing. Upon completion of conversion provided production support with emphasis on providing process improvement and documentation.

- Developed UAT, and Parallel test plans, and managed testing initiative.
- Led testing of custom processes and developed queries to validate conversion balances.
- Responsible for development of payroll process documentation.
- Provided production support, developed processing checklists and conducted payroll process and query training and developed process documentation.
- Supported quarterly and year end processing preparation and configuration.

Client Name: ***Illinois Tool Works***
Role(s) on Project: ***Payroll Lead Consultant***
Module(s): ***HCM, Base Benefits, Payroll***
Environment: ***PeopleSoft v8.9***

Payroll Lead for full lifecycle implementation.

- Developed functional design documents for interfaces, reports and customizations.
- Configured Payroll control tables and develop mapping tables.
- Developed test conditions and scenarios.
- Led Payroll testing effort, including system, unit, and parallel testing and reconciliation.
- Developed training curriculum and documentation.

SAURABH MARATHE
Principal Consultant

Project Summary

Client Names	*Role On Project*	*Dates On Project*
San Diego County Office of Education, CA	Technical Manager	02/13 – Present
State of Minnesota	Technical Manager	08/10 – 02/13
City of Raleigh, NC	Technical Manager	07/08 – 08/10
Metro-North Transit Authority (MTA), NY	Technical Lead	09/07 – 04/08
Solutia	Upgrade Specialist	06/06 – 06/07
Citibank	Upgrade Specialist	07/05 – 06/06
CKE Restaurants	Technical Lead	04/04 – 07/05
Sun Trust	Technical Consultant	09/03 – 04/04

Skills Summary

Certifications & Training:
- PeopleSoft PeopleTools 8.4 Certified, 2010
- PeopleSoft Enterprise Portal Training, 2008

PeopleSoft Experience:
- 12 years

Public Sector Experience:
- 8 years

PeopleSoft Modules:
- Human Resources
- Benefits Administration
- CRM
- Financial
- SCM

PeopleTools:
- Workflow Engine
- Process Scheduler
- XML Publisher
- Crystal/Query
- SQL/SQR
- User Productivity Kit (UPK)
- Integration Broker
- Web service Interface
- Upgrade Assistant
- Change Assistant

Professional Experience Summary

Client Name: ***San Diego County Office of Education, CA***
Role(s) on Project: ***Technical Manager***
Module(s): ***Accounts Payable, General Ledger, Purchasing, HR, Benefits, Payroll***
Environment: ***PeopleSoft Financials and HCM v9.2 Implementation***

Managed a team of Developers, System Administrators and Network engineers to implement PeopleSoft HCM and Financials system.

- Managed technical development for both HCM and Finance implementation.
- Designed and Developed conversion framework to streamline conversion activities.
- Led Portal & Security team to define/implement branding and security requirements across multiple districts.
- Developed custom application for project management and tracking.
  - Centralized repository built on PeopleTools to store project requirements, Business process, design specifications, test scripts, knowledge transfer, issue tracking and deliverable tracking.
  - Built custom dashboards to provide management with quick overview on the project status.

  - Built custom reports using Pivot Grid functionality to provide flexibility to users to monitor and download data.
- Implemented standards to use latest PeopleTools technology for workflow and report development.
  - Workflow: Standardized workflow development by using AWE (Approval Workflow Engine) for all workflow requirements.
  - Reports: Standardized report development by using BI publisher as standard for all reporting requirements.
- Trained resources on latest PeopleTools technology (AWE, BI XML parsing etc.).
- Managed a team of remote system administrators and network engineers to host environments.
- Managed and delivered technical deliverables.

Client Name: ***State of Minnesota***
Role(s) on Project: ***Technical Manager***
Module(s): ***AP, AR, GL, Asset Management, Purchasing***
Environment: ***PeopleSoft Financials v9.x Implementation***

Managed twenty members technical team to successfully complete development on time. Took over the management of behind-schedule development, and provided direction and discipline to complete development cycle on time.

- Improved delivery by prioritizing development items.
- Improved efficiency by removing dependencies and delegating work.
- Improved cost management by controlling over time hours on the team.
- Provided infrastructure planning for support and future phases.
- Planned and Managed change management and migration process.

Client Name: ***City of Raleigh, NC***
Role(s) on Project: ***Technical Manager***
Module(s): ***Purchasing, AP, Asset Management, GL, Expenses, CCB***
Environment: ***PeopleSoft Financials v9.x Implementation***

Implemented PeopleSoft Financials 9.0 with Tools 8.49.11 for a large city. Managed CCB development team to successfully complete development on time.

- Assisted in finalizing Infrastructure Assessment which detailed the hardware requirements (type of servers to buy) for installing PeopleSoft servers (Web, Application, Process Scheduler and Database Server).
- Planned the PeopleSoft Environment strategy document which provided following information:
  - Number of environments required during implementation cycle (e.g. Development, Test, Staging, etc.).
  - Process to build PeopleSoft environments (creating Web, Application, Process Scheduler).
  - Migration paths between different environments (for patches, customization, etc.).
- Managed a team of developers for technical development and an ERP Infrastructure team comprised of Linux administrators, PeopleSoft system administrator and DBA.
- Created Development standard document for technical development.
- Provided technical training to development team.
- Provided training on Change assistant to PeopleSoft system administrator team.
- Provided support for implementing PeopleSoft Enterprise Portal.

Client Name: ***Metro-North Transit Authority (MTA), NY***
Role(s) on Project: ***Technical Lead***
Module(s): ***General Ledger, AP, Inventory, Purchasing, eProcurement***
Environment: ***PeopleSoft v9.0***

Implemented PeopleSoft Financials 9.0 with Tools 8.48 for the largest public transport company in the US. Project was completed on time and under budget.

- Designed conversion programs to transfer data from legacy system to PeopleSoft system.
- Planned the database strategy and the migration paths between databases.

- Configured the server environments (Application Server, Process scheduler, Web Server).
- Configured Change Assistant for installing patches.
- Wrote new SQRs and Application Engine programs for reporting and interface purpose.

Client Name: ***Solutia***
Role(s) on Project: ***Upgrade Specialist***
Module(s): ***HRMS, Benefits, Payroll***
Environment: ***PeopleSoft v8.0 Upgrade to PeopleSoft v8.9***

Upgraded PeopleSoft HRMS 8.0 with Tools 8.17 to PeopleSoft HRMS 8.9 with Tools 8.47 for a major chemical company. Led a team of three offshore and two onsite consultants. Ensured on time project completion along with user training and documentation.

- Completely responsible for executing upgrade activities and database activities which includes downloading upgrade template from PeopleSoft website, creating a job for the upgrade, configuring Application Server, Process Scheduler, PIA and application of patches.
- Configured Change Assistant for applying patches and running upgrade steps.
- Ran the compare reports and was also involved with the functional team for keep/drop decisions during compare report analysis.
- Involved in configuring POI model for mapping existing non-employee data in PeopleSoft.
- Completely responsible for executing UAT.
- Involved in core HRMS training for business users.
- Retrofitted SQR, Application Engine and Query.

Client Name: ***Citibank***
Role(s) on Project: ***Upgrade Specialist***
Module(s): ***CRM***
Environment: ***PeopleSoft v8.4 Upgrade to PeopleSoft v8.9***

Upgraded CRM 8.4 with PeopleTools 8.41 to CRM 8.9 with PeopleTools 8.46.09 for a major company in the banking industry. Led a team of three offshore and one onsite consultants. Ensured on time completion of the project along with implementation of SiteMinder as third party single sign-on system.

- Completely responsible for executing upgrade activities and database activities which included downloading upgrade template from PeopleSoft website, creating a job for the upgrade, configuring Application server, Process scheduler, PIA and application of patches.
- Installed Upgrade Assistant to execute upgrade steps.
- Configured Change Assistant for applying patches.
- Ran the compare reports and was also involved with the functional team for keep/drop decisions during compare report analysis.
- Retrofitted SQRs, Application Engines and other PeopleTools objects during retrofitting phase.
- Configured report node and default node definitions.
- Configured SiteMinder, which is a third party system to implement single signon. This involved using IIS as a RPS (Reverse Proxy server).
- Prepared functionality documents to be presented to the client

Education

- Master of Business Administration, Michigan State University
- Bachelor of Engineering, Electronics, Mumbai University, India

JAY KALTER
Senior Technical Consultant II

Project Summary

Client Names	*Role On Project*	*Dates On Project*
San Diego County Office of Education, CA	Senior Technical Consultant	12/14 – Present
Fox Entertainment Group	Senior Technical Consultant	02/14 – 11/14
Public Employees Retirement System, IN	Senior Technical Consultant	05/12 – 01/14
Apollo Group (University of Phoenix)	Senior Developer	01/12 – 05/12
Abercrombie & Fitch	Senior Technical Consultant	10/11 – 12/11
Coventry Health Care	Senior Development Consultant	08/11 – 09/11
Intel Corporation	Senior Technical Consultant	06/11 – 08/11
Wells Fargo Bank	Senior Technical Consultant	02/11 – 05/11
Kaiser Permanente	Senior Developer	06/09 – 06/10
UBS	Senior Developer/Consultant	09/01 – 08/08
PeopleSoft	Senior Technical Consultant	09/96 – 09/01

Skills Summary

PeopleSoft Experience:
- 18 years

Public Sector Experience:
- 18 months

PeopleSoft Modules:
- Human Resources
- ePerformance
- eRecruiting
- Global Payroll/Absence Management
- Enterprise Performance Management
- Customer Relationship Management
- Financials/Budgeting
- Pension Administration

PeopleTools:
- PeopleCode
- Application Engine
- Application Packages
- Integration Broker/Application Messaging
- Process Scheduler
- XML Publisher
- Crystal/Query
- SQL/SQR
- Workflow Engine
- Component Interfaces
- StyleSheets

Methodologies:
- Software Development Lifecycle
- Agile

Professional Experience Summary

Client Name: ***San Diego County Office of Education, CA***
Role(s) on Project: ***Senior Technical Consultant***
Module(s): ***Base HR, Payroll for North America, Base Benefits***
Environment: ***PeopleSoft v9.2, PeopleTools v8.53***

The San Diego County Office of Education is in the process of implementing HR, Benefits, and Payroll in multiple phases for groups of school districts throughout the County.

- Created Application Engine programs to produce files for several retirement interfaces. Pages were also created to allow the prepared interface data to be reviewed and modified, if necessary, before producing the interface file.
- Simplified migration of Financials ChartFields configuration data used in both Financials and HCM databases by creating scripts which generate the necessary statements to create a Data Mover Script to backup existing rows in the target database, delete the data, and then insert the new data.
- Responsible for conversion of general deductions, earnings balances, deduction balances, tax balances, YTD check data, workers compensation deductions, retirement deductions, and retirement subject wages balances.
- Researched improperly converted payroll deduction data and revised the Application Engine program to convert missing data and insure that future converted groups would be processed correctly. Wrote SQL scripts to merge the existing data with the reconverted data, properly calculate fiscal, and calendar quarter-to-date and year-to-date amounts.
- Implemented customizations to the SQR that produces printed W-2 forms.
- Researched and resolved errors occurring in the COBOL HCM position encumbrance process.

Client Name: ***Fox Entertainment Group***
Role(s) on Project: ***Senior Technical Consultant***
Module(s): ***Base HR, Payroll for North America***
Environment: ***PeopleSoft v9.2, PeopleTools v8.53***

Fox Entertainment Group is upgrading a heavily customized and extended HR and payroll installation from HCM 8.9 on PeopleTools 8.47 to HCM 9.2 on PeopleTools 8.53.

- Over a period of 9 weeks, reviewed approximately 500 SQR's and SQC's and applied changes where needed to upgrade to HCM 9.2/PeopleTools 8.53. Also reviewed approximately 250 other objects.
- Wrote SQL to identify fields dropped by Oracle but referenced by Fox in view text. Using SQL, created a project containing these fields and added a comment to each field definition indicating that the field was being retained as a Fox customization.
- Reapplied customizations to upgraded COBOL programs, tested, and debugged modified code.
- Customized delivered stylesheets to display a database-specific logo so that users would know when they were logged in to Production or a non-Production environment.

Client Name: ***Public Employees Retirement System, IN***
Role(s) on Project: ***Senior Technical Consultant***
Module(s): ***Pension Administration***
Environment: ***PeopleSoft v9.1, PeopleTools v8.51***

The State of Indiana replaced its existing pension system with the PeopleSoft Pension Administration Module.

- Created a configuration table that replaced 15 requested configuration tables, significantly reducing the development time required, as well as the number of custom objects that would have had to have been developed and maintained. A second configuration table allows for additional configuration types with a similar data structure to be added by an administrative user without developer intervention.
- Wrote Oracle PL/SQL and Oracle packages to allow an existing Web service to be reused. This was critical for the Pension calculation process to work without having to reproduce code in PeopleSoft, requiring the client to maintain two copies of the code.
- Figured out how to interact with FileNet (an IBM document management system) from PeopleSoft and successfully developed PeopleCode and Java code to implement the interface.
- Designed and developed customized architecture for workflow based on inbound FileNet documents and HR checklists that is highly configurable by a business analyst, minimizing or eliminating dependence on programming staff when changes need to be made.
- Assist business analysts with developing Pension formulas and help with resolution when problems occur in the COBOL batch pension calculation process.

Client Name: ***Apollo Group (University of Phoenix)***
Role(s) on Project: ***Senior Developer***
Module(s): ***Base HR, eRecruiting, Enterprise Learning Management, Customer Relationship Management***
Environment: ***PeopleSoft v9.0, PeopleTools v8.50***

The HR department at Apollo Group, the parent company of The University of Phoenix, is responsible for HR, payroll, non-exempt time entry, internal education, and internal help desk management and reporting, using PeopleSoft HCM, ELM, and CRM.

- Resolved problems reported by HR and Training department users by designing, developing, and implementing solutions in PeopleCode, Application Packages, Application Engine, and SQR in the PeopleSoft HCM and ELM modules.
- Discovered flaws in a custom-developed Component that allowed for corruption of data. Worked with the business users to understand the intended and correct functionality, documented revisions necessary to repair the Component, and provided SQL to identify and repair the corrupted data.
- Detected several errors in a custom-developed SQR used to produce a State-mandated report. A small change had been requested, but during the analysis and development needed to make the change, several errors were found. Worked with the reporting team and the payroll manager to determine the correct functionality for the report and rewrote most of the program accordingly.
- Rewrote complex SQL in views, previously implemented in PS Query in CRM, after discovering the queries were causing a failure and partial completion of XML Publisher report with which the queries were being used.
- As part of an HR redesign effort, revised eRecruiting Job Opening creation functionality to prevent users who were not recruiters from creating job openings outside their own Business Unit and Company, and, for all users, to restrict the assignment of Hiring Managers to those within the Business Unit and Company that had been assigned to the job opening. This was essential because the company had previously been using a single Setid for all Business Units and was moving to separate Setids assigned by Business Unit.

Client Name: ***Abercrombie & Fitch***
Role(s) on Project: ***Senior Technical Consultant***
Module(s): ***Base HR***
Environment: ***PeopleSoft v8.9, PeopleTools v8.49***

Abercrombie & Fitch is a large, multi-national clothing retailer with many HR functions decentralized to the individual store locations. Hires, transfers, promotions, and terminations are completed in Java-based applications on the point-of-sale terminals with bi-directional interfaces to PeopleSoft utilizing Integration Broker and, in some cases, batch files with overnight processing.

- Translated SQR code into PeopleSoft Application Packages for use with Web services to allow for better reusability and to improve maintainability of the code used to process employee data changes initiated in non-PeopleSoft systems. This provided a real-time interface, rather than overnight batch processing.
- Acted as the primary developer for developing the new Manager Movement functionality, to provide real-time interaction between a user at a point-of-sale terminal, creating a request to hire or relocate a store manager, with the PeopleSoft HR system. Extensive configuration definition was created to define such compensation items as relocation allowance, adjustments based on store volume at the current location and store volume in the new location, and market differential, among others, which formed the basis of the allowable compensation for the new or transferring manager.

Client Name: ***Coventry Health Care***
Role(s) on Project: ***Senior Development Consultant***
Module(s): ***Base HR***
Environment: ***PeopleSoft v8.9, PeopleTools v8.49***

- Completely rewrote an SQR used to interface data from PeopleSoft HR 8.9 to Saba, a third-party e-Learning package. Found and corrected multiple errors related to improper table joins and not using effective date

and/or effective status, which sometimes resulted in sending incorrect data. Reduced the run time from 80 minutes to 4 minutes, which will allow for multiple intraday updates, rather than only one overnight update.

- Researched and documented LDAP integration with Active Directory to provide more timely updates of Active Directory profile data into PeopleSoft and, therefore, more timely updates to downstream systems.

Client Name: ***Intel Corporation***
Role(s) on Project: ***Senior Technical Consultant***
Module(s): ***Base HR, Integration Broker, Single Signon/LDAP interface***
Environment: ***PeopleSoft v8.9, PeopleTools v8.51***

Intel was in the process of upgrading to PeopleTools 8.51 and needed to augment internal staff with senior-level technical consultants who could assist in revising custom code where needed and to provide knowledge transfer to internal developers.

- Assisted with proof of concept for an upgrade to PeopleTools 8.51 as well as PeopleCode and SQR enhancements for HCM 8.8.
- Wrote an Application Engine program with PeopleCode to build/refresh PS user profiles from the Intel LDAP database, rather than having that information retrieved only when the user attempts to login to PeopleSoft.
- Revised Integration Broker messages, including service definitions and PeopleCode, to function with PeopleTools version 8.51.

Client Name: ***Wells Fargo Bank***
Role(s) on Project: ***Senior Technical Consultant***
Module(s): ***Financials/Budgeting***
Environment: ***PeopleSoft v8.9, PeopleTools v8.49***

Wells Fargo wanted to develop a custom project budgeting analysis feature within the existing PeopleSoft FSCM system. The intent was to replace an old SharePoint-based application to provide direct integration with PeopleSoft Budgets, once a project plan was approved and funded, and to restrict data entry based upon timely determination of valid values already defined in PeopleSoft FSCM.

- Developed extensive PeopleCode, Application Packages, Workflow, and SQL while designing and developing a custom Budgeting application in FSCM 9.0 and PeopleTools 8.49.
- Acted as the sole developer on a project to design, develop, and implement a complex modeling application for financial analysts to use to develop budgets and request funding for internal projects. Minimal definition of business requirements and no technical specifications made this an especially challenging project.
- Designed complex Crystal Reports, using multiple queries per report, subreports, and internal formulas.

Client Name: ***Kaiser Permanente***
Role(s) on Project: ***Senior Developer***
Module(s): ***Base HR, ePerformance***
Environment: ***PeopleSoft v8.8, PeopleTools v8.45***

The primary objective at Kaiser Permanente, a leading Health Maintenance Organization, was to design, develop, and deploy the first feature in their PeopleSoft HR system to be used by all employees company-wide. Although different templates were implemented for union and non-union employees, everyone used ePerformance to complete employee evaluations.

- Developed extensive PeopleCode, Application Packages, Application Engine programs, Component Interfaces, Workflow, SQR, and SQL while creating ePerformance customizations.
- Acted as the lead developer on a corporate-wide employee evaluation application for union and non-union employees using Employee and Manager Self-Service and ePerformance.
- Developed complex SQL scripts to provide analytical information to the management team and to correct application data within Employee Self-Service, Manager Self-Service, and ePerformance.
- Identified discrepancies between databases due to upgrade software problems and worked with the upgrade and database administration groups to insure that they were resolved in a timely manner.

- Documented unit test results as appropriate for SOX compliance.
- Modified SQR programs in a DB2/mainframe environment using TSO. Modified JCL to accommodate additional outbound files from the programs.

Client Name: ***UBS***
Role(s) on Project: ***Senior Developer/Consultant***
Module(s): ***Base HR, Security, Single Signon, Integration Broker, Global Payroll/Absence Management***
Environment: ***PeopleSoft v8.8, PeopleTools v8.44***

Initially, UBS was replacing a custom HR system in Switzerland for approximately 35,000 employees. The Bank was always looking for ways to innovate and streamline operations and extensive technical analysis and development was done to further this goal. Eventually, the Bank moved through multiple upgrades to its PeopleSoft installation and migrated all employees worldwide to one PS platform from three that were previously in use in the Switzerland, the UK, and the US.

- Developed extensively with PeopleTools, PeopleCode, Workflow, Application Engine, Component Interface, SQR, SQL, Integration Broker, and Crystal Reports in HCM, Base Benefits, Learning Management, Global Payroll and those components of Time and Labor that are shared with Absence Management.
- Designed, developed, and implemented extensive single signon logic, including functionality that authorizes a single identified user to login with one or more authorized user IDs (used to facilitate testing in multiple roles).
- Designed, developed, and implemented SQR to automate maintenance of User Profiles for 36,000+ users.
- Performed numerous installations and configurations of PeopleSoft 8 environments (application server, Web server, process scheduler, and workstation, through PeopleTools version 8.4x).
- Implemented two-way application messaging functionality between PeopleSoft and a third-party e-learning product for exchange of learning registrations and learning history.
- Provided third-level support to Development team and other teams related to PeopleSoft HRMS administration, including security, workflow, application server and process scheduler administration, application messaging, and general technical design and debugging issues in PeopleCode, SQL, Application Engine, SQR, Component Interface, Integration Broker, and Crystal Reports.

Client Name: ***PeopleSoft***
Role(s) on Project: ***Senior Technical Consultant***
Module(s): ***Base HR, Security, Single Signon, Integration Broker, Global Payroll/Absence Management***
Environment: ***PeopleSoft v8.8, PeopleTools v8.45***

At the time, only 10% of PeopleSoft's revenue was generated outside North America and there was a lack of technical expertise in other parts of the world, which limited company growth. PeopleSoft actively pursued growing its international business by expatriating employees to successfully implement projects for non-U.S. clients and also to disseminate technical knowledge about its products.

- Provided technical support to customers implementing PS HR software in Germany and Switzerland.
- Designed, developed, and implemented modifications to the PeopleSoft HRMS 8 application based on customers' business requirements.
- Conducted accelerated PeopleTools training for new client developers.
- Created and taught a week-long, advanced, accelerated training course in all aspects of PeopleTools 8.1 for other PeopleSoft Consulting employees in Germany.

Education

- Bachelor of Arts, Economics and Psychology, The University of Michigan

DIANA BOSWELL
Manager

Experience Summary

IT professional with over sixteen years of broad consulting experience. Currently a Certified PeopleSoft Financials consultant with over fifteen years of full life-cycle implementation and upgrade experience up to and including the latest version, Oracle PeopleSoft Financials Release 9.2. Successfully leads diverse project teams comprised of internal, external and outsourced resources with varying levels of competencies and backgrounds.

Project Summary

Client Names	*Role On Project*	*Dates On Project*
San Diego County Office of Education, CA	Functional Lead/Project Management	01/14 – Present
Port of Seattle, WA	Project Manager/Functional Module Lead	10/12 – 01/14
City of El Paso, TX	Functional Upgrade Lead	08/11 – 09/12
Best Western International	Functional Upgrade Lead	06/11 – 08/11
State of Minnesota	QA/Test Lead/Enterprise Readiness	10/10 – 06/11
Delta Dental of Michigan	Functional Upgrade Lead	03/10 – 07/10
Hennepin County, MN	Service Center Manager	09/09 – 02/10
AC Transit District, CA	Functional Implementation Lead	06/08 – 09/09
Escambia County, FL	Accela Functional Implementation Lead	03/07 – 01/08
Best Western International	Functional Upgrade Lead	05/06 – 01/07
City of Seattle, WA	Functional Implementation Lead	03/05 – 05/06

Skills Summary

Certifications & Training:
- Currently Pursuing PMP Certification

PeopleSoft Experience:
- 15 years

Public Sector Experience:
- 8 years

PeopleSoft Modules:
- Accounts Payable
- Accounts Receivable
- Billing
- Asset Management

PeopleTools:
- Process Scheduler
- XML Publisher
- Crystal/Query
- SQL/SQR

Operating Systems:
- Windows NT/2003/2007
- UNIX AX

Databases:
- Oracle
- MS SQL Server
- DB2

Languages:
- Java
- COBOL
- Visual Basic
- HTML
- SQR/SQL

Methodologies:
- Software Development Life Cycle

Other:
- LiveLink
- XIGN

Professional Experience Summary

Client Name: ***San Diego County Office of Education, CA***
Role(s) on Project: ***Module Lead, Project Management***
Module(s): ***AR,BI,AP,AM,PO,IN,GL,KK,***
Environment: ***PeopleSoft v9.2***

- Updated and Maintained both Financials and HCM Implementation Project Plans.
- Managed the Financials System and Integration Test phases within a multiple deployment roll-out schedule.
- Managed the HCM System and Integration Test phases within a multiple deployment roll-out schedule.
- Managed the Financials Cutover Plan within a multiple deployment roll-out schedule.

Client Name: ***Port of Seattle, WA***
Role(s) on Project: ***Module Lead/Project Manager***
Module(s): ***AR/Billing***
Environment: ***PeopleSoft v9.1***

- Performed a dual role as Project Manager and Functional Module lead.
- Managed project to successful go-live.
- Led Fit/Gap analysis sessions to help identify new functionality to eliminate current customizations.
- Recommended configuration changes to eliminate pain points.
- Provided module training and ongoing knowledge transfer to Port business technologists and technical staff.
- Conducted prototype sessions to walk-thru all desired features.

Client Name: ***City of El Paso, TX***
Role(s) on Project: ***Functional Upgrade Lead***
Module(s): ***Billing, Accounts Receivable***
Environment: ***PeopleSoft v9.1***

This engagement was a re-implementation of PeopleSoft Financials. The City is challenged with limited use and knowledge transfer of existing functionality within the current PeopleSoft Financials v8.4 environment and the lack of documentation from their prior implementation. CherryRoad has been engaged to perform a re-implementation. Activities include a thorough analysis of El Paso's current business process and system design vs. best practices and recommending a new design that takes full advantage of delivered PeopleSoft Financials 9.1 with complete fit/gap analysis and configuration documentation.

- Led Fit/Gap analysis sessions to help identify new functionality to eliminate current customizations.
- Recommended configuration changes to eliminate pain points.
- Conducted prototype sessions to walk-thru all desired features.
- Developed updated configuration documents.

Client Name: ***Best Western International***
Role(s) on Project: ***Functional Upgrade Lead***
Module(s): ***Accounts Payable***
Environment: ***PeopleSoft v9.1***

Best Western International had previously engaged CherryRoad for upgrade assistance during their Financials v8.0 to v8.9 upgrade. When ready to upgrade once again to the latest PeopleSoft release, BWI reached out to us once again for assistance during their v8.9 to v9.1 Financials upgrade.

- Developed detailed test scripts.
- Executed all testing relating to the upgrade of the AP module.
- Trained end-users on new functionality available in v9.1
- Issue Tracking and Resolution.

Client Name: ***State of Minnesota***
Role(s) on Project: ***QA/Test Lead and Enterprise Readiness Lead***
Module(s): ***Financials***
Environment: ***PeopleSoft v9.1***

Performed a wide range of activities while engaged on the State of Minnesota Financials Implementation. Able to fulfill roles requiring different levels of expertise in areas such as Testing, QA and Enterprise Readiness.

- Managed and coordinated the testing activities for the System and Integration test cycles.
- Manage the collection and development of test scripts, test scenarios and test plans.
- Coordinated and tracked development and testing of 150+ interfaces across 25 agencies.
- Provided status reporting and detailed metrics to document and track progress of testing activities.

Client Name: ***Delta Dental of Michigan***
Role(s) on Project: ***Functional Upgrade Lead***
Module(s): ***Billing, Accounts Receivable, Asset Management***
Environment: ***PeopleSoft Upgrade from v8.4 to v9.1***

Performed as Upgrade Lead for PeopleSoft Billing, Receivables and Asset Management upgrade from v8.4 to v9.1 for a major insurance provider.

- Led Fit/Gap analysis sessions to help identify new functionality to eliminate current customizations.
- Recommended configuration changes to eliminate pain points.
- Conducted prototype sessions to walk-thru all desired features.
- Developed updated configuration documents.

Client Name: ***Hennepin County, MN***
Role(s) on Project: ***Service Center Manager***
Module(s): ***HCM***
Environment: ***PeopleSoft v9.x***

Service Center Manager for a large county government.

- Participated in Change Control meetings to prioritize CSRs and issues.
- Performed statistical analysis of reported issues.
- Solicited feedback from team members and user community regarding service center improvements.
- Managed staffing requirements in order to maintain adequate coverage.
- Identified opportunities for additional user training.

Client Name: ***AC Transit District, CA***
Role(s) on Project: ***Functional Implementation Lead***
Module(s): ***Billing, Accounts Receivable, Asset Management***
Environment: ***PeopleSoft v9.0***

Implemented PeopleSoft 9.0 Billing, Accounts Receivable and Asset Management modules for a major public transportation company.

- Performed Fit/Gap Analysis work sessions and Gap Resolution.
- Built various prototypes within the PeopleSoft software in order to deliver hands-on demonstration of core functionality including the integration between.
- Documented recommendations for customizations where deemed necessary and presented these options to the Steering Committee.
- Worked closely with the client and technical resources to convert assets from the legacy system including five years of Retired assets. This effort included chartfield mapping of the accounting entries to the AM module to allow for required regulatory audit reporting.
- Developed Unit Testing scripts, Integration Testing Scripts and Training materials using the UPK tool while incorporating client data and business process.

Client Name: ***Escambia County, FL***
Role(s) on Project: ***Accela Functional Implementation Lead***

Served as Implementation Lead for the Accela Automation Land Management module for a Florida county government. Departments included Planning, Zoning, Engineering; Concurrency Management; Marine Resources; Land Use; Board of Adjustments; Planning Board and Resource Management.

- Designed concurrent tasks and sub-process, where appropriate, in order to streamline workflows and maintain proper audit trail.
- Led numerous working sessions to help determine appropriate number and categorization of CAP types.
- Incorporated county fee schedules and structures for automatic & user-driven application fee assessments.
- Conducted interviews with various client personnel in order to document current processes and procedures. Incorporated 'to be' processes as appropriate to project scope.
- Constructed prototypes of several applications and permits including workflow using Accela Automation to facilitate immediate knowledge transfer and proof of concept.
- Conducted data conversion mapping sessions, including use of Accela Data Mapping tool.

Client Name: ***Best Western International***
Role(s) on Project: ***Functional Upgrade Lead***
Module(s): ***Billing, Accounts Receivable, Accounts Payable***
Environment: ***PeopleSoft v8.9***

Managed the upgrade of PeopleSoft Billing, Accounts Receivable and Accounts Payable modules from version 8.0 to 8.9 for a major hotel chain.

- Performed functional upgrade support to technical team and functional team leads.
- Provided guidance relating to overall upgrade approach.
- Provided recommendations relating to beneficial configuration changes.
- Identify, document, and troubleshoot issues.
- Updated training documentation to reflect the PeopleSoft v8.9 environment.

Client Name: ***City of Seattle, WA***
Role(s) on Project: ***Team Lead***
Module(s): ***Billing, Accounts Receivable***
Environment: ***PeopleSoft v8.0 - v8.9***

Managed the upgrade of PeopleSoft Billing and Accounts Receivable modules from version 7.5 to 8.8 for a city government.

- Performed Fit/Gap analysis with core team members and select members of the end user community.
- Identified various program modifications made in PeopleSoft v7.5 for elimination in PeopleSoft v8.8. These modification eliminations were identified as either delivered functionality within PeopleSoft v8.8 or eliminations based on changes within current internal business procedures to deliver desired results. The program modification reduction recommendations were made according to the client's desire to maintain system stability and lessen system maintenance efforts.
- Developed documentation to support prototyping efforts. Prototyping was used as a tool for decision-making to illustrate new features and differences between PeopleSoft v7.5 and v8.8.
- Facilitated daily meetings with core functional and technical client team members and documented progress using weekly status reports communicated both verbally and in writing to the project management team and upgrade teams supporting other modules.
- Developed detailed training plans and test scripts. Executed test scripts and facilitated the communication and ultimate resolution of system errors and deficiencies in functionality.

Education

- Bachelor of Science, Business Administration (Concentration in Accounting), California Polytechnic University

PACXA

Alan Larsen

Principal Consultant

Professional Profile

Mr. Alan Larsen has nearly 25 years of technical consulting experience. His areas of expertise include system analysis, design, development and implementation. Mr. Larsen's experience has an emphasis on database technology with a primary focus on Oracle Database Administration (DBA).

Professional Experience

- **State of Hawaii, Dept. of Human Services (DOH) Hawaii Integrated Eligibility Solution**
  Alan is the DBA responsible for the setup and administration of the Oracle database infrastructure which consists of several Oracle Exadata and Oracle Database Appliance (ODA) servers running 100+ Oracle RDBMS 11g databases in a highly available configuration utilizing Oracle's real application cluster (RAC). Alan is also responsible for ensuring database up time by performing proactive monitoring of the Oracle databases to fix potential problems before they cause a system outage. Alan is also responsible for the following duties:
  - DBA activities
  - performance tuning
  - Enterprise Manager 12c monitoring
  - standby databases (data guard)
  - database backups

- **City & County of Honolulu, Dept. of Information Technology**
  Alan is the DBA responsible for managing and maintaining the C&C Oracle 10g databases. Responsibilities include proactive monitoring and management of all Oracle databases to ensure application uptime, diagnostics and troubleshooting of any Oracle database problems and providing general support to the C&C DBA.

- **State of Hawaii, Dept. of Transportation**
  Alan is the sole DBA responsible for migrating the existing Budgeting System from a client server environment utilizing PowerBuilder and Oracle 7 to a web-based environment utilizing Oracle Forms and Oracle 10g database and application server. Responsibilities include all database migration activities; database and application server installation, configuration and management; and enhancements to the database and back-end processing to support enhancement to the system.

- **State of Hawaii, Dept. of Land and Natural Resources (DLNR)**
  Alan is the sole DBA responsible for the administration of the Oracle 11g database to support the Oracle APEX application for ACT 178. Responsibilities include installation, configuration and administration of the Oracle 11g database.

- **State of Hawaii, Child and Adolescent Mental Health Division (CAMHD)**
  Alan is responsible for the setup and administration of the Oracle Business Intelligence (BI) 11g environment. Responsibilities include installation, configuration and administration of the Oracle BI 11g.

- **State of Hawaii, Dept. of Commerce and Consumer Affairs (DCCA)**
  Alan is the project manager and lead DBA responsible for upgrading all of DCCA's databases and tools from Oracle 9i to 10g. Responsibilities include project planning, coordination, management and implementation of all upgrade activities.

- **State of Hawaii, Dept. of Commerce and Consumer affairs (DCCA)**
  Alan is the project manager and lead DBA responsible for upgrading all of DCCA's databases and tools from Oracle Ii to 9i. Responsibilities include project planning, coordination, management and implementation of all upgrade activities.

- **State of Hawaii, Dept. of Health – Women, Infants and Children (WIC)**
  Alan is the primary DBA responsible for current Oracle 9i database upgrade activities as well as enhancements to existing system functionality. The WIC system is an Oracle Form application. Responsibilities include design and implementation of data conversion and rollout, development of various application components and reports, and database administration support.

- **State of Hawaii, University of Hawaii**
  Alan is the sole developer responsible for the development of reports for the new University of Hawaii Student Information System. The reporting system uses Oracle Reports and Discoverer over the Internet and includes both Operational and Data Warehouse reporting.

- **State of Hawaii, Dept. of Health – Women, Infants and Children (WIC)**
  Alan is a core developer responsible for data conversion, database design and application development of enhancements to the WIC system. The WIC system is an Oracle Form application. Responsibilities include design and implementation of data conversion and rollout, development application components and reports and database administration support.

- **State of Hawaii, Office of Hawaiian Affairs**
  Alan is the sole developer responsible for database design and application development of a time card web application and an enterprise-wide portal using Oracle Portal and iAS. The time card application is a web-based application which allows the employees to enter their time on a weekly basis for tracking and approval by management. The enterprise-wide portal allows the employees to navigate from a single website to information and other applications. Responsibilities include design and implementation of entire time card application and portal.

- **State of Hawaii, Dept. of Health –Vital Statistics**
  Alan was the sole developer responsible for database design and application development of the Vital Events Registration System (VERS). This is a web-based application, which allows hospitals to enter birth information and mortuaries to enter death information over the Internet

to submit directly to The Department of Health. The VERS web application uses Oracle Portal, iAS and Report Server. Responsibilities include design and implementation of the entire system.

- **Cheaptickets, Inc.**
  Alan was a core developer responsible for assisting Cheaptickets' implementation of a web-based online travel booking system. His responsibilities include database administration support. The system requires high availability, fault tolerance and performance since it was accessed by thousands of users concurrently over a 7x24 hour basis. High availability and fault tolerance were achieved by utilizing stand-by databases and a triple mirror backup scheme.

- **US Navy – COMSUBPAC, Pearl Harbor**
  Alan is a core developer responsible for database design and application development of the Virtual Submarine web application using Oracle Portal, iAS, Workflow and Intermedia. Responsibilities include design and implementation of data replication for synchronizing ship- and shore-based users, building system interfaces, as well as developing shared application services to speed development.

- **US Navy – Fleet & Industrial Supply Center, Pearl Harbor**
  Alan assisted the Systems Planning Division with development of the Navy Web Portal. This is a web-based interactive electronic catalog system using the Oracle8 database, Oracle Application Server and Oracle Reports Server running on IBM RS6000/AIX hardware. His responsibilities include data architecture and application design, application programming and project management.

- **State of Hawaii, Dept. of Commerce and Consumer Affairs (DCCA)**
  Alan developed reports for the Hawaii Insurance Licensing System (HILS) using Oracle Reports and Oracle8 on NT, produced system architecture documents, assisted users with system testing and provided technical post-production support.

- **The Prudential Real Estate Affiliates, Prudential Realty Information System for Management and Sales (PRISMS)**
  As the Database Administrator for this project, Alan focused on the redesign and transition of the Oracle database from a regional-based data model to a national-based data model. Alan also performed an evaluation of several application development tools to facilitate the application redesign effort.

- **The Prudential Locations, Inc., Internet Real Estate Website**
  Alan served as the designer and developer of The Prudential Locations Internet Real Estate Website. He was responsible for designing, implementing, and maintaining the website and several internet applications which allow searching and viewing capabilities of property information and pictures over the internet, of all current Prudential Locations real estate listings. The application was written using Microsoft Visual Interdev utilizing Active Server Page (ASP) technology and an Oracle database.

- **State of Hawaii, Department of the Attorney General, Hawaii Criminal Justice Data Center (HCJDC), Offender Based Transaction Statistics/Computerized Criminal History (OBT S/CCH) System and Network Redesign**
  Alan provided technical services in the area of Relational Database Management System (RDBMS) to the Hawaii Criminal Justice Data Center (HCJDC) to redesign and redevelop the Offender Based Transaction Statistics/Computerized Criminal History (OBTS/CCH) System using Uniface Six (Compuware), Oracle 7 and DB2 (IBM). His primary role was assisting in the planning, design and implementation of the database components of the system.

- **Kapiolani InfoServices, Kapiolani Health Care, Kapiolani Health Corporate Intranet**
  As the Database Administrator for this project, Alan was responsible for the design and implementation of the database for the Kapiolani Health Corporate Intranet that utilized the Microsoft SQL Server RDBMS. Alan also assisted in the development of the intranet applications by providing his database/internet expertise. The intranet applications were developed using the Microsoft Suite of Internet tools that included Internet Information Server (IIS), Visual InterDev, FrontPage and Index Server.

- **State of Hawaii, Dept. of Health, Vital Records Statistics (VRS) System**
  Alan was a key member of the VRS development team. His responsibilities for this project involved advising and overseeing the database related activities during the analysis, design and development phases of the VRS system.

- **The Hawaii Medical Services Association (HMSA), EDI Center Claims Inquiry System**
  As the Lead Database Administrator for this project, Alan was responsible for the daily database administration activities and providing recommendations on the enterprise-wide database design and implementation. Alan also assisted with the data conversion activities by populating the database with data from the legacy systems. Throughout the project Alan had been providing knowledge transfer to the HMSA Database Administration staff to aid with their transition to the Oracle environment.

- **Straub Clinic and Hospital Inc., Clinical Outcomes and Research Information**
  Alan participated in this data warehouse project as a database administrator. He provided services in the areas of database administration, training and data modeling. The project used Oracle 7.2 running on an HP900/HP-UX V10.

- **Hawaii Health Information Corporation, HHIC – Repository**
  Alan participated in the preliminary planning and design phases of the HHIC Repository project. Alan's primary role was to determine the tools to be used to develop the system and to lay out the overall design.

- **VeriFone, Data Warehouse Project**
  As the Database Administrator for this project, Alan was responsible for the daily database administration activities and provided recommendations on the enterprise-wide data warehouse design and implementation. Alan also assisted with the data conversion activities by populating the data warehouse database with data from the legacy systems. Alan also conducted extensive performance monitoring of the Oracle data warehouse database in order to project system resource requirement and performance measurement statistics.

Throughout the project Alan provided knowledge transfer to the VeriFone personnel to aid with their transition to the relational database environment.

- **Queens Medical Center, Enterprise Data Repository (EDR) Project**
  As a Database Administrator for this project, Alan was responsible for the installation, setup and maintenance of the Oracle database. Alan was also responsible for the conversion of data from the legacy systems to the data warehouse database. Alan provided his Oracle Database Administration and UNIX (IBM AIX) System Administration expertise as needed in order to construct the Enterprise Data Repository. Alan also assisted the Queens Medical Center personnel responsible for database administration with hands on training in order for them to maintain the database themselves.

- **State of Hawaii, Department of the Attorney General, Hawaii Criminal Justice Data Center (HCJDC), Offender Based Transaction Statistics/Computerized Criminal History (OBT S/CCH) Technical Design Project**
  Alan performed an evaluation of various RDBMS and application development products for the OBTS project. Alan also developed an enterprise-wide business function and data models for the project and built a prototype of the OBTS system. He maintained the Oracle database and UNIX (SCO UNIX) system.

- **State of Hawaii, Department of Transportation, Airports Division, Airports Data Warehousing System**
  Alan served as the Lead Analyst for the data warehousing design. He was also the Oracle Database Administrator and UNIX (IBM AIX) System Administrator for this project.

- **State of Hawaii, Department of Personnel Services, Human Resource Management System**
  Alan served as a Senior System Analyst providing system design, programming and implementation for this project. He functioned as Team Leader for the Executive Branch portion of the project. Alan also functioned as the Oracle Database Administrator and UNIX (SCO UNIX) System Administrator for the project.

- **Locations, Inc., Corporate Real Estate Re-Automation Project**
  Alan served as the Database Administrator for this project. He was responsible for designing, implementing and maintaining the Oracle database portion of the project. Alan was also responsible for providing System Administration duties for the Hewlett Packard UNIX database server.

- **Locations, Inc., Property System Data Conversion**
  Alan served as a Senior Systems Analyst and Database Administrator on this project. Alan also functioned as the UNIX System Administrator.

- **Locations, Inc., Personnel System Data Conversion**
  As the Database Administrator on this project, Alan designed the Oracle database and assisted with the conversion process.

- **Locations, Inc., Transaction System Data Conversion**
  Alan served as both the Oracle Database Administrator and the UNIX System Administrator for this project. He designed the database and assisted with the conversion of data from VAX VMS files.

- **State of Hawaii, The Judiciary, Database Selection Project**
  Alan served as a Systems Analyst providing consulting services to assist in the selection of a Relational Database Management System (RDBMS), which will become the foundation for the Judiciary's enterprise-wide database. His responsibilities included providing relational database technology expertise, training and development of a demonstration system used to evaluate potential vendors.

- **State of Hawaii, The Judiciary, INGRES VISION/4GL Application Programming Services**
  Alan served as a Systems Analyst aiding Judiciary personnel during their transition to the Ingres RDBMS. He provided Ingres database expertise while working with Judiciary personnel in designing, programming and implementing a pilot application using the Ingres/VISION development tool.

- **Shirokiya, Inc., Accounting System Conversion Project**
  Alan served as a Systems Analyst converting Shirokiya's existing MCBA accounting system from a Wang VS to a DEC MicroVAX. He was responsible for converting data and rewriting source programs, which were written in Wang COBOL, to function properly on the MicroVAX.

- **State of Hawaii, Department of the Attorney General, Juvenile Justice Information System (JJIS) – Peripheral Interfaces Design**
  Alan served as a Systems Analyst producing a system internal design specification for the core system.

- **State of Hawaii, Dept. of Health, State of Hawaii Vital Records Imaging System (SHIVRIS)**
  Alan served as a Systems Analyst studying and analyzing the requirements for processing health related vital records. Alan was also responsible for developing three prototypes in order to demonstrate basic image processing capabilities for vital records management.

- **Lomas & Nettleton – Credit Card Transaction Processing Division**
  Alan served as an in-house consultant maintaining and providing technical support for a credit card transaction processing system developed with Informix software and RDBMS. He also was responsible for designing and implementing modifications requested by the client.

- **GTE – Education Services Division**
  Alan was a consultant responsible for developing an education oriented online data transfer system utilizing an Informix database. The system provided an automated facility to download current events news to schools across the nation. Alan was responsible for the design, development and implementation of the system.

- **Great West Life Insurance**
  Alan designed and developed an online insurance policy data transfer system. Working as a programmer/analyst, he developed a system to perform the daily task of transferring policy changes to branch offices. The data was transmitted from a legacy system on a mainframe in Canada to an Oracle database on a minicomputer in Colorado and then to Informix databases on personal computers across the nation.

- **Baylor Hospital – Baylor Health Care System**
  In a joint venture between Bacharach-Woods and Baylor Hospital, Alan worked as a team member developing a hospital telemarketing system sold to hospitals nationwide. Following the development of the telemarketing system, he served as a DBA responsible for maintaining the Informix database and providing technical support to the users.

- **Green Expectations, Inc.**
  Alan was responsible for installing and implementing modifications to an Informix-based accounting package. Modifications were performed to allow for the clients' specific functions as a plant leasing and maintenance company. As an in-house consultant he also provided technical support for the clients' hardware and software issues.

- **Sunsations, Inc.**
  Alan was a programmer/analyst responsible for designing and developing modifications to the company's Informix-based accounting system. He performed programming tasks; modifying the accounting system to accommodate for the company's specific needs as a sunglasses distributor.

- **Dealer Base**
  Alan developed an online automobile warranty monitoring and validating system. The system allowed the service department of dealerships across the nation to receive approval for a warranty request from an Informix database via an omron box (hand held keyboard).

Proficiencies

Databases:	IBM DB2 | IBM Informix | Ingres | Microsoft SQL Server 2005/8/12 | Oracle 11g/10g/9i/8i/7 | Sybase
Operating Systems:	HP-UX | IBM AIX | Linux | SCO UNIX | Solaris | Windows 95/98/NT/2000/XP/2003/2008
Programming Languages:	C++ | COBOL | FORTRAN | Java | MS SQL Server Transact–SQL | Oracle PLSQL | Visual Basic
Oracle Products:	Advanced Replication | Advanced Security | Application Express (APEX) | Application Server | Business Intelligence (BI) | Data Guard | Database | Discoverer | Fail Safe | Forms/Reports | Portal | Real Application Cluster (RAC)
4GL Tools:	Compuware Uniface | Informix/4GL | Ingres/4GL | Microsoft Visual Interdev | Oracle Forms and Reports | PeopleSoft PeopleTools | Sybase PowerBuilder
Certifications:	*Oracle Certified Implementation Specialist in the following:* Database | Enterprise Manager | Exadata | Performance Tuning | Real Application Clusters Oracle Certified Database Instructor

Professional Background

Prior to joining Pacxa, Alan held the following positions:

- **Senior DBA | Commercial Data Systems, Inc.**
  50 S. Beretania St., Suite C208B, Honolulu, HI 96813 | (808) 527-2000) | 05/2003-04/2011
- **Senior Principal | Consultant at Oracle Corporation**
  1132 Bishop St., Suite 2312, Honolulu, HI 96813 | (808) 533-0239 | 10/1999-05/2003
- **Principal Consultant | Interisland Systems Development and Integration**
  1600 Kapiolani Blvd, Suite 1100, Honolulu, HI 96814 | (808) 944-8742 | 09/1991-10/1999
- **Associate Consultant | Bacharach-Woods, Inc.**
  Dallas, TX | 02/1988-09/1991

Education

Baylor University
Bachelor of Science, Computer Science, 1987

Alan has attended the following technical instructor-led training courses:

- *Informix for Application Developers*
- *Ingres for Application Developers*
- *Introduction to Oracle*
- *Knowledgeware-Business Analysis*
- *PeopleTools I*
- *SQL/SSQR for PeopleSoft*

Alan has attended the following Oracle Corporation courses:

- *Oracle 7 Architecture*
- *Tune the Oracle 7 Database*
- *Oracle 8 Internal Structures for DBAs*
- *Oracle 9i New Features for Administrators*
- *Oracle 9iAS for Administrators*
- *Oracle Advanced Replication*
- *Oracle Database 10g: Administration Workshop I*
- *Oracle Database 10g: Administration Workshop II*
- *Oracle Database 10g: Performance Tuning*
- *Oracle Database 10g: Security*
- *SQL* Foundation*
- *SQL Advanced Skills*
- *Oracle Database 11g: New Features*
- *Oracle RAC 11g Boot Camp*

PACXA

Laurie Lau Brooks, PMP

Project Manager

Professional Profile

Ms. Laurie L. Brooks has over 25 years of information technology experience, including project and program management, business analysis, and IT consulting business management.

Professional Experience

Project Management and Business Requirements Analysis

- Provided project management coordination to the State of Hawaii Judiciary on the troubleshooting, analysis and resolution of a critical FileNet image retrieval issue. Supported collaboration between enterprise content management specialist, third party developers and customer to facilitate technical collaboration. The proposed servlet code change was successfully tested and deployed, resolving the issue within two months' time.

- Provided project management and business analysis services for the State of Hawaii Department of Health, Office of Health Status Monitoring in the development and implementation of the Electronic Birth Registration System. Led project team consisting of analysts, developers, database administrators and system administrators in aggressive Go Live date. Assisted customer with prioritization, planning, and design of key functionality required to meet Federal data compliance. Provided analysis of user requirements and processes. Coordinated with third-party vendors to implement data interfaces to a departmental data repository. Managed project planning, timeline and issue resolution.

- Developed training materials for the State of Hawaii Department of Transportation, Airports Division's financial management system. Recorded workflows using Oracle's User Productivity Kit. Generated customized video training media as well as user guides for the customer's implementation of the Oracle Financial Applications.

- As independent consultant reporting to the CIO, provided IT project management consulting services for the branch-wide roll-out of the DecisionPro credit risk management application at Central Pacific Bank, coordinating with the system vendor to implement the application upgrade to release 4.3 prior to roll-out.

- Managed the technical team in the configuration and implementation of the LPS mortgage loan origination system. Responsibilities included coordination with the lead project manager to complete the programming and configuration of customized application functionality as well as development of custom reports for the hosted application.

Program Management

- Provided program management oversight, budget control, staffing and resource management, billing and invoicing for all Oracle Consulting customer projects. Provided oversight and account management on Oracle Financial Applications implementations at the Office of Hawaiian Affairs, State Department of Transportation – Airports Division, Department of Hawaiian Homelands, and the Employee Retirement System. Provided oversight and account management on Oracle custom development and technical support services at the State of Hawaii: Department of Commerce and Consumer Affairs, Department of Health Child and Mental Health Division, DOH Women, Infant & Children program, DOH Vital Statistics, Department of Public Safety, Department of Human Resources Development, University of Hawaii, and RCUH. Other customers included the City & County of Honolulu, First Hawaiian Bank, ABC Stores, Queen's Health Systems, Kuakini Health Systems, AIG Hawaii, Hawaiian Airlines, Roberts Hawaii, Resort Quest, Island Insurance, U.S. Pacific Command, Navy Fleet and Industrial Supply Center, Naval Facilities Engineering Command, and Pearl Harbor Naval Shipyard.

Project Management Office

- Managed team of IT project managers in the project management office at Central Pacific Bank. Responsible for governance of enterprise project portfolio. Provided project management and business analysis for various system implementation and upgrade projects in support of consumer loan decisioning and origination, lending compliance, and mortgage loan processing.

Proposal Management

- Member of Pacxa proposal team responsible for development and submission of responses to RFPs for IT systems implementations, infrastructure design and configuration, and maintenance and operations services.

- Responsible for business development and submission of quotes and proposals for the Oracle consulting group.

Consulting Management

- Managed Oracle's Honolulu consulting office and profit center. Responsible for business development, contracting, project management, client relations, financial reporting, hiring, personnel matters, and office operations. Customers included Federal, State and City government as well as commercial organizations implementing custom-developed and packaged applications running on Oracle technology.

Oracle Product Support

- As Technical Sales Consultant, provided software product demonstrations and technical support for customers and prospects.

- Contributed to development and technical documentation of the Oracle Assets and Oracle Receivables modules as a member of the Oracle Financial applications product development team. Programmed components using Oracle 3GL application development tools and the relational database.

End User Support

- Assessed departmental user requirements and procured the appropriate hardware and software to meet the business automation needs within Bank of Hawaii's corporate IT standards. Developed and delivered end user training for corporate PC users, including basic introductory as well as advanced courses for word-processing, spreadsheets, and databases.

Proficiencies

Oracle Products:	Oracle Database | Oracle Financials | Oracle User Productivity Kit
Software Desktop Applications:	Microsoft Office Suite | Microsoft Project | Microsoft Publisher | Microsoft Visio | PC/MAC | Photoshop (Light)
Certifications	PMP (Project Management Professional) Certified: Project Management Institute

Professional Background

Prior to joining Pacxa, Ms. Brooks held the following positions:

- Consultant/Project Manager | Santosha Consulting LLC | (808) 349-2115
  3041 Puiwa Lane, Honolulu, HI 96817 | April 2012 - October 2012
- Vice President, Office of Project Management | Central Pacific Bank | (808) 544-0500
  220 S. King Street, Honolulu, HI 96813 | August 2011 – March 2012
- Consulting Project Director | Oracle USA, Inc. | (808) 533-0239
  1132 Bishop Street #2312, Honolulu, HI 96813 | June 1997 – November 2009
- Sales Consultant | Oracle Corporation | (808) 533-0239
  1132 Bishop Street #2312, Honolulu, HI 96813 | December 1992 – May 1997
- Application Developer | Oracle Corporation | (650) 506-7000
  500 Oracle Parkway, Redwood Shores, CA 94065 | July 1989 – December 1992
- Information Systems Officer | Bank of Hawaii | (888) 643-3888
  111 S. King Street, Honolulu, HI 96813 | July 1985 – June 1989

Education

University of California at Berkeley
Bachelor of Science in Business Administration, 1985
Management Science, Production and Operations Management

Affiliations

PMI-Project Management Institute, Honolulu Chapter, Member
Girls Scouts of Hawaii, Volunteer Troop Leader

PACXA

Sherilyn M. (Fukuji) Kimura, PMP

Senior Project Manager

Professional Profile

Ms. Sherilyn M. (Fukuji) Kimura specializes in Education, State and Local Government, Insurance and Non-profit industries. Her areas of expertise include business process analysis and re-design, change management, project management, program management, system requirements gathering, facilitation, strategic planning, policies and procedures development, vendor evaluation and selection, system analysis, design, testing and implementation. Sherilyn received a Change Leadership Certificate in 2014 from Cornell University.

Professional Experience

Change Management

- Oversaw the change management efforts for an ERP implementation at a private charitable trust. Reviewed and/or developed communication plans, change management strategies, training plans, training strategies, organizational readiness assessments, and communications (on-line messages, email messages, newsletter messages) developed by the change management team. Responsible for distributing monthly newsletters to update the organization on the ERP implementation progress. Coordinated quarterly updates on implementation progress with the various departments in the organization. Provided guidance, input and support to the change management lead and team members. Ensured that the project maximized employee adoption and usage of the new system and minimized resistance.
- Assisted a private charitable trust in a business process improvement project for their data center for Hawaiian ancestry. Facilitated AS IS and TO BE workshops to determine and documented current and re-designed processes. Responsible for recommending operational improvements and managing the implementation of the recommendations identified during the project. And dealt with change among the staff. Helped to identify the best ways to address change issues in the organization and dealing with staff resistant to change. (Ho'oulu Hawaiian Data Center)
- Oversaw the business process improvement projects in the Claims, Commercial Lines, Human Resources and Accounting departments for a local insurance company. Responsible for documentation of current processes, re-designed processes and operational improvement recommendations. Facilitated design workshops to develop department mission, goals and objectives and new processes. Developed implementation timelines to implement the recommendations for the departments. Assisted the client in dealing with change issues among the staff in the various departments. Determined the best course of action for acceptance of the changes.

- Project managed and assisted the O'ahu Workforce Investment Board in a Business Process Improvement project for their daily operations. Responsible for documenting the current business processes (human resources hiring process, OWIB Operations), defining the re-designed processes via workshop sessions and developing a recommendation report to improve current operations. In addition provided recommendations to the leadership in dealing with change in the organization.
- Assisted the East West Center with a Contacts Management Project and served as the project manager and business analyst. Determined the needs of contact information for the Alumni/Associates office, Research, Education and Seminars Programs and the EWC Foundation. Determined processes and workflows through which the contact information travels throughout the organization. Analyzed processes and workflows and associated software applications used. Specifically addressed staffing issues and centralized/decentralized workflows. Recommended process/workflow improvements and how to deal with change within the organization. Recommended appropriate technical solutions, software applications or enhancements.
- Assisted the State of Hawaii Judiciary as a business analyst in their Jury Project to implement enhancements to their current Juror Management System. Tasks included conducting interviews with users, documentation of current and future processes, requirements gathering and analysis of system enhancements, and perform system testing and end user training. Assistance in acceptance of change to the enhancements made and how to get staff to change to the new processes.
- Implemented the Accounts Payable Improvements Recommendations for American Honda Finance Corporation as the Project Manager. Responsible for the development and monitoring of the project plan, development of training materials, reorganization and restructuring of the department, department policies and procedures and branch guidelines, conducted and coordinated branch training. Worked with the Accounts Payable supervisor to minimize change impacts to the department and ensured constant communications and clear messaging. Assisted with the acceptance of change as new processes were implemented with the use of PeopleSoft.
- Assisted in American Honda Finance Corporation in its Asset Backed Securities Re-Engineering and Re-design project as the Project Manager. Tasks included conducting process review interviews, documentation of current processes, workshop facilitation, re-design sessions and development of a recommendation report and action plans. Assisted in the reorganization of the department and staff roles and responsibilities. Worked with the Manager to address any change issues with the department reorganization and acceptance of the changes.
- Oversaw the State of Hawaii's payroll project. Assisted the State of Hawaii Department of Accounting and General Services in a payroll re-engineering, design and specification project for the statewide payroll and time and attendance systems for approximately 60,000 employees. Tasks included conducting process review interviews, process documentation (AS IS and TO BE), identified recommendations and changes to system and business processes, system requirements gathering and analysis, workshop facilitation, redesign sessions, development of system functional requirements for a payroll and time and attendance system, and participated on the system selection committee as an advisor.

Requirements Gathering

- Assisted a private charitable trust in the requirements gathering, documentation and business process review to enhance their current Hawaiian Ancestry system application. Functioned as a Business Analyst and tasks included workshop facilitation, system requirements gathering and analysis, documentation of business system requirements and use cases.
- Assisted in the development of a company Intranet. Responsible for gathering user requirements and design of web pages. Participated as the interface between the web developer and user groups.
- Assisted the State of Hawaii Department of Land and Natural Resources, Land Division in a Re-Engineering and Requirements Definition project as the functional lead/analyst. Tasks included conducting process review interviews, documentation of current processes, system requirements gathering and analysis, workshop facilitation, re-design sessions, development of system functional requirements for a land management system and developed a system implementation plan report for the Land Division.
- Assisted the State of Hawaii Department of Education, Special Education/Special Services section in a Re-Engineering and Requirements Definition project as a functional consultant. Tasks included conducting process review interviews, documenting current processes, gathering and analyzing system requirements, facilitating re-design session and developing functional system requirements for the new special education/special services system.
- Assisted American Honda Finance Corporation in its Lease Computer Project. Tasks included developing project checklists, creating computer return schedules and returning and replacing instructions for the organization.

Business Process Improvement/Process Flowchart Documentation

- Assisted a private charitable trust in documenting their admissions process and the development of a master schedule. Developed a reporting structure to communicate changes to the admissions process and schedule to all programs.
- Project Managed and assisted the Department of Land and Natural Resources, Bureau of Conveyances in an Operational Review Project. Responsibilities included: managing the overall project schedule, documenting current (AS IS) and future (TO BE) processes, facilitating re-design sessions, identifying operational improvements and recommendations for increased efficiencies.
- Assisted a local insurance agency in the review and documentation of its accounting processes. Responsible for managing the overall project tasks, conducting workshops to discuss operational improvements, flowcharting the business processes current and re-designed and developing detailed policies and procedure documentation.

Project Management Experience

- Program Manager at a private charitable trust overseeing the implementation of their PeopleSoft ERP system implementations (5 projects in total). Successfully completed Common Design, Financial Aid Third Party Project and the Finance (FSCM – Financial Supply Chain Management and EPM – Enterprise Performance Management) implementations. Responsible for managing the overall project budget and monitoring of the Core Administration System Replacement project with Project Managers reporting to the Program Manager. Responsibilities include: review and over site of the project plan for each initiative, budget monitoring for the overall program, management of client project managers,

lead for vendor management, coordinate and review the transformation end results for each of the implementations, coordinate and facilitate project owners and sponsor meetings, reviewed project deliverables on an as needed/case by case basis, development of project reporting to the executives, assist with the selection of each of the implementation vendors to include RFP development, vendor presentations, vendor selection, vendor reference calls, contract review and negotiation, and pre-qualification process. Provided support as needed to all projects in an analyst role.

- Project Manager for the pre-implementation activities for the implementation of the student administration system. Responsibilities included facilitating weekly status meetings and development of pre-implementation project tasks and timelines.
- Participated as the Executive Integrator for three projects with the State of Hawaii Department of Commerce and Consumer Affairs. One project was for the Business Registration Division to developing a web-based Business Registration System using Oracle 8i and Oracle Developer. Responsibilities included project management, requirements development, system testing, test script development and end user training. The other two migration projects: are the ALIAS (Applicant/Licensee Integrated Automated System) used by the Professional and Vocational Licensing Division and the ACTS (Automated Complaints Tracking System) used by the Regulated Industries Complaints Office (RICO) and the Office of Consumer Protection.
- Project Manager for the enhancements to the Business Registration Information System for the Department of Commerce and Consumer Affairs. Responsible for requirements definition, business process documentation and re-design, training, documentation and reporting to the Steering Committee on project status and maintaining the overall project timeline.
- Project managed the implementation of the Content Management/Document Management systems for HMSA – Membership Services and Claims. Responsibilities included overall project coordination, scheduling, budget management and quality assurance review of all deliverables.
- Project managed the implementation of a new Accounting System, Financial Edge and the re-design/process improvement of the Accounting processes at the Hawaii Community Foundation. Responsible for meeting facilitation, test matrix and policies and procedures development. Conducted re-design workshops to develop improved processes to implement with the new system. Assisted client with change management issues to address implementing the new business processes.
- Project managed the implementation of a new billing system for a local insurance company. Responsibilities included managing system vendors, training coordination, testing, setting up security parameters and meeting facilitation.
- Project Manager for a Security Remediation Project for a private charitable trust. Responsible for maintaining and monitoring the project plan, resources, vendor coordination, and status reporting. Managed 8 different security project initiatives in addition to monitoring the implementation of the Enterprise Security Program. Managed the selection process for various security applications and functions. Ensured the successful roll out of laptop and email encryption to the enterprise.
- Project Manager for a Security Program at a private charitable trust. Responsible for the project plan development and monitoring, resources, vendor staffing and status reporting. Projects include: workstation encryption, Two Factor Authentication Roll Out, and Security Scanning.

- Project Manager and analyst to assist a private charitable trust with managing their Human Resources Division project initiatives. Responsible for the development and management of all key projects for the Division. Facilitated meetings with key management to develop and document all project tasks, assignments and deadlines. Monitored daily activities and provided support as needed to complete assignments per the deadlines established.
- Overall Project Manager for the implementation of a Customer Relationship Management (CRM) Project for a private charitable trust. Responsible for monitoring the project plan, resources and status reporting. Functional and Technical Project Managers reported directly to the overall project manager.
- Project Manager for a SAS70 audit for local start up Technology Company.

  Responsibilities include interface with SAS70 auditor, managed project plan, managed the internal review process of theSAS70 report, managed issues that arose and outstanding items due to the auditor.
- Project managed Hoike's Content Management (ASP) (Application Service Provider) offering implementations of Blueicon; Powered by Documentum, Ensured that the team followed a structured implementation methodology and met all milestones according to scheduled timelines.
- Assisted the State of Hawaii Department of Land and Natural Resources, Land Division as a project manager and lead consultant with a Fees Study project and Document Management Plan project. Tasks included research and analysis on fees charged for the department, time study and workflow analysis on division processes and development of a high level document management implementation plan, management of overall project schedule. Facilitated workshop sessions with supervisors and managers to develop document requirements.
- Assisted in American Honda Finance Corporation in its Accounts Payable Re- Engineering and Re-design project as the Project Manager. Tasks included process review interviews, documentation of current processes, workshop facilitation, re-design sessions and development of a recommendation report and action plans. Action plans focused on minimizing change impacts to the organization.
- Project managed an Agency Portal project for a local insurance company. Responsibilities included the development of the Portal implementation methodology, gathering requirements, conducting focus group sessions with selected agencies, testing, and roll out of the portal.
- Assisted a private charitable trust in the review of their financial needs determination models. Analyzed the various methods and models and provided recommendation for all programs to utilize. (Financial Aid Office)

System Selection and System Implementation

- Assisted with the implementation of the Financial Management Information System at a multi-campus university system consisting of a major research campus, several four-year campuses and seven community colleges. Performed financial systems evaluation, software review, and selection. Assisted with the request for proposal for the system. Lead consultant/analyst for the general ledger module and later assumed the project manager position. Responsible for the development of administrative procedures, process documentation and re-design, data control procedures and training materials. Provided on-line training to the data entry unit and central offices. Reengineered and redesigned the workflow processes in the financial accounting, treasury, contracts and grants and disbursing

offices.

- Assisted with the system selection of a billing system for a local insurance company. Responsible for the development of functional and technical requirements with the users and the development of an assessment report.
- Assisted in the selection of an outsourced investment system for a local insurance company. Responsible for requirements development, RFP development and vendor evaluation and final selection. Assisted in the system implementation.
- Assisted in the analysis of a commercial BOP system for a local insurance company. Responsible for requirements development, RFP development and vendor evaluation.
- Project managed the selection of a new imaging system for a local insurance company. Responsible for proposal evaluation of functional and technical requirements, scoring, reference calls, and development of scripted scenarios for the vendor demonstrations. Facilitated meetings with Project Team to select the vendor of choice.
- Assisted in the selection and implementation of an enterprise package solution for a client in the air transportation industry. Lead functional consultant responsible for the financial, human resource, and payroll system implementation. Conducted process reviews, business process re-engineering, and development of administrative procedures, data control procedures and on-line inquiry procedures.

Other

- Assisted a private charitable trust in the development of their policies and procedures for the Education Group. Tasks include developing status lists, attending policies and procedures meetings, updating and creating procedures and guidelines to ensure proper internal controls and mitigation of risk, and develop procedure training strategy. (Education Support Services).
- Assisted the aio Group in the assessment of their current information technology infrastructure and developed a project plan for the future information technology initiatives. Worked closely with the Information Technology Director to develop the information technology documentation for the Executive Committee.
- Assisted in the remediation of a local insurance company's Disaster Recovery Plan and Business Resumption Plan to more current performance levels. Responsibility includes facilitating business impact analysis workshops with Executives and documenting desired system requirements.
  Assisted and managed the testing of the Hot-Site for a local insurance company. Facilitated the testing and monitoring of the IT staff involved in the disaster recovery procedures. Identified recommendations, system impacts and action items to improve the Hot-Site recovery procedures.
- Assisted a local insurance agency in the development of their Corporate Business Resumption Plan and departmental disaster recovery plans.
- Provided project assistance and facilitation services to an insurance company with their "Quality" program. Responsibilities included developing templates, methodologies and tracking mechanisms for this initiative. Facilitated discussions with the CIO, Executives and Leadership group with this process.
- Assisted the Department of Land and Natural Resources, Land Division, with the development of their IT Strategic Plan. Responsibilities entailed assisting the planning and development of the overall planning process and providing guidance and review of the overall development of the plan. Facilitated planning sessions with supervisors and managers to gain

input into the overall strategic plan.

- Assisted a private charitable trust in the development of their Strategic Tactical Budget Process. Services included business analysis, facilitation and assistance in leveling alignment of questionnaire information. (Project Management Office)
- Assisted a private charitable trust in the development of framework documents, templates and/or tools that guided their future document imaging, management, workflow and implementation initiatives. (Project Management Office)
- Assisted a private charitable trust in the development of a workforce strategy presentation. Tasks include working with the Human Resources Director to develop the presentation template, content and timeline. (Human Resources Division)
- Assisted in project documentation in the system development of Litigation Management software. Tasks include development of test scripts, testing strategy, training materials, training strategy, and user manuals.
- Provided a system sales and revenue user documentation for a commercial entertainment company.
- Performed a follow-up review on Review of Personnel Management at a major university.
- Performed a capitalized interest fixed asset project for the Department of Transportation, Airports Division.
- Assisted in the Telecommunications project with a state government.
- Conducted special investigative test work for an insurance claims department, which resulted in the reduction of over 1 million dollars in claims reserve.
- Performed agreed upon procedures on claims allocated expenses in the claims division of an insurance company.
- Assisted in a re-engineering project for an insurance company. Responsibilities included documentation of current processes and re-designing future processes for the company.
- Provided consultation services for Hawaii Meals on Wheels, Inc. Performed the following activities: Conducted process review interviews with the staff to gather information on the organization; developed and distributed a staff survey; developed a Findings and Recommendation report highlighting areas for operational improvement and to assist with their strategic planning.
- Managed audit engagements in the following industries: Hospitality, Government, Insurance, Not-for-profit, Insurance, and Commercial companies. Formulated management letter comments, prepared audit reports, planned audit engagements, reviewed internal control procedures and supervised assistant/staff accountants.

Proficiencies

Software Enterprise Applications:	Documentum | Kofax | PeopleSoft General Ledger, Accounts Payable, Human Resources, Benefits and Payroll Modules | Software AG Financial Record System
Software Desktop Applications:	MS Office Suite | Process Charter | Word Perfect | ABC Flowcharter
Certifications:	PMP (Project Management Professional) Certified – Project Management Institute

Professional Background

Prior to joining Pacxa, Ms. Kimura held the following positions:

- Vice President and Senior Project Manager | Hoike Consulting | Ph: (808) 441-2040 | 900 Fort St. Mall, Suite 600, Honolulu, HI 96813 | January 2001 – December 2012
- Information Technology Department Project Manager | Island Insurance | Ph: (808) 564-8111 | 1022 Bethel St., Honolulu, HI 96813 | January 2001 – December 2002
- Senior Manger | KPMG Consulting (BearingPoint) | Ph: (808) 531-7286 | 1001 Bishop St. #2100, Honolulu, HI 96813 | August 1990 – January 2001

Education

Pepperdine University
Master in Business Administration in Finance and Marketing, 1993

Santa Clara University
Bachelor of Science in Commerce and Accounting, 1990

Iolani School
Alumni

Cornell University
Change Leadership Certificate 2014

Affiliations

Hawaii Meals on Wheels, Advisory Board
Hawaii Meals on Wheels, Prior Board Member and Treasurer
Manoa Japanese Language School, Board Member
Yonabaru Chojin Kai, Member
PMI – Project Management Institute, Member
Nu'uanu YMCA Hawaiian Studies Program, Volunteer

Attachment 5: (Offeror and) Subcontractor Staff References

CherryRoad's Staff References follow. We have not proposed any subcontractor resources or references.

1.0 Offeror Staff Experience Reference Form

Vendor Name: CherryRoad Technologies Inc.

Team Member's Name: Bill Hansen

Proposed Project Role(s): Project Manager

Meets Mandatory Staff Qualifications (if applicable): ☒ Yes ☐ No

The Offeror must provide a completed Offeror Staff Experience Reference Form for each member of the Project Team the Offeror identified for "Section 5.0, Offeror Qualifications" and attach a resume that reflects the staff person's experience. Resumes shall be included in Attachment 4 (Offeror Staff Resumes) and Attachment 5 (Subcontractor Staff Resumes).

Projects Where Team Member Performed Role:

For each project experience listed and to meet staff experience qualifications, indicate the customer name and customer contact information; whether the project was for a public sector agency; the project name and description; **start and end dates the team member performed the role**; duration of the experience; whether the project included Enterprise Payroll Solution implementation; contract value; experience gained; and minimum qualifications being met by the project as described in "Appendix K: Project Organization and Staffing." Staff in key roles must include a minimum of two references in the Offeror Staff Experience Reference Form:

Customer Organization: Name of Organization Contact Name Contact Phone # Contact E-Mail Address	**Public Sector Yes/ No**	**K-12 Yes/ No**	**Org. Size (# of employees)**	**Org. Size (# of students)**	**Project Name and Description**	**Team Member's Role in Project**	**Dates/ Duration**	**Contract Value**
Salt Lake County, UT Greg Folta, CPA, Payroll Manager 385-468-7076 gfolta@slco.org	Y	N	7,500	N/A	Implementation of Time and Labor and Absence Management for Salt Lake County, Utah. Approximately 7,500 employees with integrations to time collection devices and payroll for North America	9.2 Time and Labor and Absence Management Consultant	11/2013 – 06/2015	$4M
State of Georgia Alan Skelton, Commissioner, SAO 404-657-3956	Y	N	12,000	N/A	Implementation of Time and Labor and Absence Management for the Georgia Department of	9.2 Time and Labor and Absence Management Lead	10/2011 – 06/2013	$10M

Customer Organization: Name of Organization Contact Name Contact Phone # Contact E-Mail Address	**Public Sector Yes/ No**	**K-12 Yes/ No**	**Org. Size (# of employees)**	**Org. Size (# of students)**	**Project Name and Description**	**Team Member's Role in Project**	**Dates/ Duration**	**Contract Value**
					Corrections. Approximately 12,000 employees with integrations to time collection devices and payroll for North America			

1.0 Offeror Staff Experience Reference Form

Vendor Name: CherryRoad Technologies Inc.

Team Member's Name: Greg Knudsen

Proposed Project Role(s): Integration Lead

Meets Mandatory Staff Qualifications (if applicable): ☒ Yes ☐ No

The Offeror must provide a completed Offeror Staff Experience Reference Form for each member of the Project Team the Offeror identified for "Section 5.0, Offeror Qualifications" and attach a resume that reflects the staff person's experience. Resumes shall be included in Attachment 4 (Offeror Staff Resumes) and Attachment 5 (Subcontractor Staff Resumes).

Projects Where Team Member Performed Role:

For each project experience listed and to meet staff experience qualifications, indicate the customer name and customer contact information; whether the project was for a public sector agency; the project name and description; **start and end dates the team member performed the role**; duration of the experience; whether the project included Enterprise Payroll Solution implementation; contract value; experience gained; and minimum qualifications being met by the project as described in "Appendix K: Project Organization and Staffing." Staff in key roles must include a minimum of two references in the Offeror Staff Experience Reference Form:

Customer Organization: Name of Organization Contact Name Contact Phone # Contact E-Mail Address	**Public Sector Yes/ No**	**K-12 Yes/ No**	**Org. Size (# of employees)**	**Org. Size (# of students)**	**Project Name and Description**	**Team Member's Role in Project**	**Dates/ Duration**	**Contract Value**
State of North Dakota Ken Purdy 701-328-4739 kpurdy@nd.gov	Y	N	7,000	N/A	ConnectND	HRMS Lead/Talent Management Lead	11/2001 – 5/2003 and 8/2011 – 10/2012	$32M
State of Oklahoma Alex Galley 405-522-1799 Alex.galley@core.state.ok.us	Y	N	34,000	N/A	State of Oklahoma	Commitment Accounting Lead/Higher Ed Integration Lead	5/2009 – 5/2011	$22.3M
Placer County, CA Mike Spak 530-889-4293 mspak@placer.ca.gov	Y	N	1,800	N/A	HRBRT	HCM Lead	12/2014 – 7/2015	$240K

1.0 Offeror Staff Experience Reference Form

Vendor Name: CherryRoad Technologies Inc.

Team Member's Name: Renee Passarello

Proposed Project Role(s): Payroll Lead

Meets Mandatory Staff Qualifications (if applicable): ☒ Yes ☐ No

The Offeror must provide a completed Offeror Staff Experience Reference Form for each member of the Project Team the Offeror identified for "Section 5.0, Offeror Qualifications" and attach a resume that reflects the staff person's experience. Resumes shall be included in Attachment 4 (Offeror Staff Resumes) and Attachment 5? (Subcontractor Staff Resumes).

Projects Where Team Member Performed Role:

For each project experience listed and to meet staff experience qualifications, indicate the customer name and customer contact information; whether the project was for a public sector agency; the project name and description; **start and end dates the team member performed the role**; duration of the experience; whether the project included Enterprise Payroll Solution implementation; contract value; experience gained; and minimum qualifications being met by the project as described in "Appendix K: Project Organization and Staffing." Staff in key roles must include a minimum of two references in the Offeror Staff Experience Reference Form:

Customer Organization: Name of Organization Contact Name Contact Phone # Contact E-Mail Address	**Public Sector Yes/ No**	**K-12 Yes/ No**	**Org. Size (# of employees)**	**Org. Size (# of students)**	**Project Name and Description**	**Team Member's Role in Project**	**Dates/ Duration**	**Contract Value**
San Diego County Office of Education, CA Linda Visnick 858-569-3010 lvisnick@sdcoe.net	Y	Y	60,000	477,000	Full life cycle HCM implementation of PS 9.2	Payroll Lead	11/2013 – 1/2017	$23.4M
Catholic Health Partners Maureen Greier 330-884-6646 Maureen_greier@health-partner.org	N	N	36,500	N/A	Payroll PeopleSoft v9.1	Payroll Conversion Support	10/13 – 11/13	$2M
Salt Lake County, UT Tammy Steward 385-468-7066 tstewart@slco.org	Y	N	6,500	N/A	PeopleSoft HCM v9.1 Implementation	Benefits/ Payroll Support	06/13 – 10/13	$4M

1.0 Offeror Staff Experience Reference Form

Vendor Name: CherryRoad Technologies Inc.

Team Member's Name: Saurabh Marathe

Proposed Project Role(s): Technical Manager

Meets Mandatory Staff Qualifications (if applicable): ☒ Yes ☐ No

The Offeror must provide a completed Offeror Staff Experience Reference Form for each member of the Project Team the Offeror identified for "Section 5.0, Offeror Qualifications" and attach a resume that reflects the staff person's experience. Resumes shall be included in Attachment 4 (Offeror Staff Resumes) and Attachment 5 (Subcontractor Staff Resumes).

Projects Where Team Member Performed Role:

For each project experience listed and to meet staff experience qualifications, indicate the customer name and customer contact information; whether the project was for a public sector agency; the project name and description; **start and end dates the team member performed the role**; duration of the experience; whether the project included Enterprise Payroll Solution implementation; contract value; experience gained; and minimum qualifications being met by the project as described in "Appendix K: Project Organization and Staffing." Staff in key roles must include a minimum of two references in the Offeror Staff Experience Reference Form:

Customer Organization: Name of Organization Contact Name Contact Phone # Contact E-Mail Address	**Public Sector Yes/ No**	**K-12 Yes/ No**	**Org. Size (# of employees)**	**Org. Size (# of students)**	**Project Name and Description**	**Team Member's Role in Project**	**Dates/ Duration**	**Contract Value**
San Diego County Office of Education, CA Linda Visnick 858-569-3010 lvisnick@sdcoe.net	Y	Y	60,000	477,000	PeopleSoft implementation. This project involved replacing legacy HCM, Payroll, and Financials system with PeopleSoft HCM and Financials. Oracle Hyperion was also implemented for budgeting purpose.	Technical Manager	2/2013 – Present	$23.4M
State of Minnesota Jane Trana 651-895-6023 Jane.trana@state.mn.us	Y	N	32,000	N/A	PeopleSoft FIN implementation. This project involved implementing PeopleSoft Financials system for the State.	Technical Manager	8/2010 – 2/2013	$33M

Customer Organization: Name of Organization Contact Name Contact Phone # Contact E-Mail Address	**Public Sector Yes/ No**	**K-12 Yes/ No**	**Org. Size (# of employees)**	**Org. Size (# of students)**	**Project Name and Description**	**Team Member's Role in Project**	**Dates/ Duration**	**Contract Value**
City of Raleigh, NC Lou Buonapane 919-395-8888 Louis.Buonpane@ci.raleigh.nc.us	Y	N	5,000	N/A	PeopleSoft FIN implementation. This project involved implementing PeopleSoft financials.	Technical Manager	7/2008 – 8/2010	$18M

1.0 Offeror Staff Experience Reference Form

Vendor Name: CherryRoad Technologies Inc.

Team Member's Name: Jay Kalter

Proposed Project Role(s): Reporting Manager

Meets Mandatory Staff Qualifications (if applicable): ☒ Yes ☐ No

The Offeror must provide a completed Offeror Staff Experience Reference Form for each member of the Project Team the Offeror identified for "Section 5.0, Offeror Qualifications" and attach a resume that reflects the staff person's experience. Resumes shall be included in Attachment 4 (Offeror Staff Resumes) and Attachment 5 (Subcontractor Staff Resumes).

Projects Where Team Member Performed Role:

For each project experience listed and to meet staff experience qualifications, indicate the customer name and customer contact information; whether the project was for a public sector agency; the project name and description; **start and end dates the team member performed the role**; duration of the experience; whether the project included Enterprise Payroll Solution implementation; contract value; experience gained; and minimum qualifications being met by the project as described in "Appendix K: Project Organization and Staffing." Staff in key roles must include a minimum of two references in the Offeror Staff Experience Reference Form:

Customer Organization: Name of Organization Contact Name Contact Phone # Contact E-Mail Address	**Public Sector Yes/ No**	**K-12 Yes/ No**	**Org. Size (# of employees)**	**Org. Size (# of students)**	**Project Name and Description**	**Team Member's Role in Project**	**Dates/ Duration**	**Contract Value**
Indiana Public Retirement System (INPRS) Matt Ackerman (317)234-3589 MAckerman@inprs.in.gov	Y	N	1,000,000 (Retiree & Active)	N/A	New implementation of PeopleSoft Pension Administration	PeopleSoft Developer/ Technical Consultant	05/07/12 – 01/31/14	$6M
Fox Entertainment Group Milind Vaishampayan (310)369-4817 Milind.Vaishampayan@fox.com	N	N	70,000+	N/A	Upgrade from HCM 8.9/PeopleTools 8.49 to 9.2/8.52 (including Payroll)	PeopleSoft Developer/ Technical Consultant	02/03/14 – 11/26/14	$2.5M
San Diego County Office of Education, CA Linda Visnick (858)569-3010 LVisnick@sdcoe.net	Y	Y	60,000	477,000	New implementation of PeopleSoft HCM 9.2/PeopleTools 8.53 (including payroll)	PeopleSoft Developer/ Technical Consultant	11/30/15 – Present	$23.4M

1.0 Offeror Staff Experience Reference Form

Vendor Name: CherryRoad Technologies Inc.

Team Member's Name: Diana Boswell

Proposed Project Role(s): Testing Manager

Meets Mandatory Staff Qualifications (if applicable): ☒ Yes ☐ No

The Offeror must provide a completed Offeror Staff Experience Reference Form for each member of the Project Team the Offeror identified for "Section 5.0, Offeror Qualifications" and attach a resume that reflects the staff person's experience. Resumes shall be included in Attachment 4 (Offeror Staff Resumes) and Attachment 5 (Subcontractor Staff Resumes).

Projects Where Team Member Performed Role:

For each project experience listed and to meet staff experience qualifications, indicate the customer name and customer contact information; whether the project was for a public sector agency; the project name and description; **start and end dates the team member performed the role**; duration of the experience; whether the project included Enterprise Payroll Solution implementation; contract value; experience gained; and minimum qualifications being met by the project as described in "Appendix K: Project Organization and Staffing." Staff in key roles must include a minimum of two references in the Offeror Staff Experience Reference Form:

Customer Organization: Name of Organization Contact Name Contact Phone # Contact E-Mail Address	**Public Sector Yes/ No**	**K-12 Yes/ No**	**Org. Size (# of employees)**	**Org. Size (# of students)**	**Project Name and Description**	**Team Member's Role in Project**	**Dates/ Duration**	**Contract Value**
San Diego County Office of Education, CA Linda Visnick 858-569-3010 lvisnick@sdcoe.net	Y	Y	60,000	477,000	Financials and HCM Implementation	HCM and Financials Testing Manager	1/2014 – Present	$23.4M
Port of Seattle, WA Samad Aidane 206-310-1039 Aidane.S@portseattle.org	Y	N	1,700	N/A	Financials Upgrade	AR/BI Functional Lead/Project Manager	10/2012 – 1/2014	$2.5M
City of El Paso, TX Tony Ramos 915-309-6744 RamosT@elpasotexas.gov	Y	N	6,000	N/A	Financials Upgrade	AR/BI Functional Lead	8/2011 – 9/2012	$7.2M

Attachment 6: Financial Statements Compliance

CherryRoad's Attachment 6: Financials Statements Compliance – CherryRoad's SOC report follows.

This document is confidential and should not be released.

On the flash drive, it can be found in the PDF documents folder.

Attachment 7-1: Payroll and Time & Attendance Requirements

Please see Attachment 7-1: Payroll and Time & Attendance Requirements following.

Attachment 7-2: Optional Payroll and Time & Attendance Requirements

Please see Attachment 7-2: Optional Payroll and Time & Attendance Requirements following.

Attachment 8: Responses to Technical Requirements

Please see Attachment 8: Responses to Technical Requirements following.

Attachment 9: Responses to Implementation Services Requirements

Please see Attachment 9: Responses to Implementation Services Requirements following.

tion Services

mentation Services section is to describe the tasks and Deliverables expected to occur during this Phase of the
expected roles and responsibilities of the State and the Offeror.
n subsection below outlines the high-level roles and responsibilities of both the State and the Offeror overall and for
te requires the Offeror to assume full management responsibility for the required Offeror and subcontractor Project
Deliverables related to this Project.

ing

es" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the

g Roles and Responsibilities

ning Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
Manager (PM) to represent the nagement of the Project, interfacing oject Manager (PM) in any decisions oject.	X		Yes	CherryRoad will assign a full time Project Manager to the project.
all day-to-day management of all , including subcontractor personnel, eliverables related to the required	X		Yes	CherryRoad will lead all day-to-day management of our personnel and our assigned deliverables.
Manager to represent the State is Project, interfacing with the representing the State in any to the Project.		X		
am management office (PMO) for the ting with the State's current PMO.	X		Yes	CherryRoad PMO Personnel will integrate with the State's current PMO.

#	Project Planning Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.1.5a	Create a Project Charter, or review and revise an existing Project Charter as necessary.		X		
2.1.5b	Provide a Project Schedule (e.g. in MS Project) that includes the following key components: ■ Tasks and activities required to successfully complete the Project ■ Schedule/milestone tracking and resource allocation ■ Critical path identification and dependencies Provide periodic updates (as mutually agreed upon by the State and the Offeror) to the Project Schedule.	X		Yes	CherryRoad will develop and maintain a Project Schedule using MS Projects (P1 Stage 1 Project Schedule, P2 Stage 2-5~~7~~ Project Schedule).
2.1.6	Establish a formal requirements management process that shall include: ■ Assumption definition, tracking, and traceability in a requirements traceability matrix (RTM) ■ Functional and Technical Requirement definition, tracking, traceability and verification	X		Yes	CherryRoad will utilize our online Implementation Tracker tool to provide requirements traceability throughout the life of the project. Requirements will be recorded, and the corresponding configuration, development specifications, testing and issues will be recorded.

#	Project Planning Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.1.7	Provide, update, and maintain a Project Management Plan (PMP) as mutually agreed upon by the State and the Offeror that includes the following key components: ■ Project initiation activities ■ Issue tracking, escalation and resolution ■ Change request approval, management and tracking ■ Deliverable/product review and approval and other acceptance criteria ■ Risk management, identification, quantification of impact, monitoring, and mitigation plans ■ Quality management ■ Relationships to other IT or business efforts ■ Status and other reporting activities ■ Status reporting templates (including Deliverable status reports, issues, risks, plan vs. actual status, etc.)	X		Yes	CherryRoad will develop and submit a Project Management Plan deliverable (P2 Project Management Plan) at the start of the project and will update the deliverable throughout the project as the PMO adjusts the implementation approach for the project team.
2.1.8	Provide and implement risk mitigation measures and contingency plans as high-priority risks are identified and monitored.	X		Yes	CherryRoad will implement risk mitigation measures and contingency plans as high-priority risks are identified and monitored.

#	Project Planning Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.1.9	Provide the initial **Project Team Training Plan** to document State Project Team "boot camp" training requirements and the approach the Offeror will use to prepare the State Project Team for the Initial Design and Analysis phase (both Functional and Technical Teams) so that the State Project Team can gain an in depth understanding of the EPS application modules scheduled for implementation, introduction to configuration, table structures, technical terminology, etc. as mutually agreed upon by the State and the Offeror.	X		Yes	CherryRoad will develop and submit a Project Team Training Plan deliverable (O1 Project Team Training Plan)
2.1.10	Provide a Communication Plan that shall be used to communicate with all Project stakeholders throughout the life of the Project, as mutually agreed upon by the State and the Offeror, including at a minimum the following activities: ■ Communication with internal and external stakeholders ■ Formal kickoffs of phases ■ Communication of milestones ■ Team-building exercises		X		
2.1.11	Provide Weekly Status Reviews, Issues Logs, and Progress Reports at the sub-team level (e.g. functional teams, technical team, and deployment team).	X		Yes	CherryRoad will follow the progress reporting and project status documentation processes and procedures defined by the P2 Project Management Plan deliverable.
2.1.12	Provide Project Status Reports and conduct regularly scheduled status meetings reviewing Project progress, risk mitigation, issue resolution, Deliverable status, and next steps as mutually agreed upon by the State and the Offeror.	X		Yes	CherryRoad will conduct regularly scheduled status meetings in accordance with the processes and procedures defined by the P2 Project Management Plan deliverable.

#	Project Planning Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.1.13	Use documentation repository provided by the State to store, organize, track, control and disseminate all information using documentation standards and naming convention.	X		Yes	CherryRoad will use the State provided documentation repository in accordance with the project processes and procedures defined by the PMO.
2.1.14	Communicate Project scope change process and procedures to State stakeholders.		X		
2.1.15	Document impact analysis associated with proposed changes.	X		Yes	For all Change Requests, CherryRoad will follow the processes and procedures defined by the P2 Project Management Plan, which will include describing the impact of any proposed changes.
2.1.16	Provide training materials for "boot camp" training.	X		Yes	Training materials will be included in the O2 Project Team Application Training deliverable.
2.1.17	Provide State **Project Team Training** ("boot camp" training) to the Project Team and key SMEs to support the Initial Analysis and Design phase.	X		Yes	CherryRoad will provide application training to the Project Team and Key SMEs. The O2 Project Team Application Training deliverable will be completed at the start of the project.

2.2 Initial Analysis and Design

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 2. Initial Analysis and Design Roles and Responsibilities

#	Initial Analysis and Design Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comments
2.2.1	Act as primary point of contact with stakeholders and offices to refine functional and technical requirements, including scheduling State staff for interviews and workshops.		X		
2.2.2	Develop a detailed plan and schedule to conduct State interviews, group workshops, and surveys to refine, and prioritize detailed functional and technical requirements.	X		Yes	CherryRoad will develop a detailed plan and schedule to interact with State Stakeholders to refine and prioritize requirements. This will be included in the F1 Requirements Analysis deliverable.
2.2.3	Conduct and document State interviews, group workshops, and surveys to refine, and prioritize detailed functional and technical requirements.	X		Yes	CherryRoad will conduct and document all interaction with State Stakeholders to refine and prioritize requirements. This will be recorded in the F1 Requirements Analysis deliverable.
2.2.4	Provide periodic updates to refine, clarify and prioritize the detailed functional and technical requirements including "to-be" process flows, use cases, and business re-engineering opportunities.	X		Yes	As part of the Business Process implementation track, CherryRoad team members will first develop and submit the B3 Draft "To Be" Business Processes deliverable followed by the B4 Final "To Be" Business Processes deliverable.
2.2.5	Coordinate, schedule and communicate with all functional and technical SMEs for planning sessions.		X		

#	Initial Analysis and Design Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comments
2.2.6	Conduct and document functional and technical planning sessions to establish system(s) configuration.	X		Yes	The CherryRoad Integration Manager and Functional Team members will plan and conduct work sessions to complete the application configuration. Application Configuration will be completed and documented as part of the F5 Initial System Design and F7~~6~~ Final System Design deliverable.
2.2.7	Develop and document operational and technical requirements (technical as well as performance) around the current IT infrastructure (desktop, network, directories, and any dependent systems) to allow the State to perform any mitigations.	X		Yes	CherryRoad will complete the I2 Technical Architecture Plan deliverable. In the I2 deliverable, CherryRoad will document the operational and technical requirements around the current IT infrastructure.
2.2.8	Provide a **Technical Architecture Strategy** (e.g. including application, database, network, infrastructure, system management, security, administration).	X		Yes	CherryRoad will provide a Technical Architecture Strategy at the start of the project. The Technical Architecture Strategy will be included in the I2 Technical Architecture Plan deliverable.
2.2.9	Conduct business process analysis and reengineering focused on the adoption of standard, best-practice business processes implicit within the proposed solution.	X		Yes	CherryRoad functional team members will conduct business process reengineering focused on adoption of the best-practice business processes included in the PeopleSoft system. The team will complete the B1 PeopleSoft Business Processes Review, B3 Draft "To Be" Business Processes, and the B5 Final "To Be" Business Processes deliverables, following this approach.

#	Initial Analysis and Design Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comments
2.2.10	Analyze, validate and provide recommendations regarding any proposed enhancements to the application based on existing laws, policies, and other government regulations.	X		Yes	Following Fit/Gap Sessions, CherryRoad will complete the F4 Gap Resolutions Document deliverable. The deliverable will include recommendations for enhancements where CherryRoad determines the business process requirements cannot be met by the delivered software.
2.2.11	Assess whether the solution is compliant with State's digital records retention policies.	X		Yes	CherryRoad will review the State's digital records retention policies and include an analysis of the system's compliance with the policy in the I2 Technical Architecture Plan deliverable.
2.2.12	Work with the State's Uniform Chart of Accounts (UCOA) consultant to demonstrate how the proposed UCOA structure will be implemented in the application, including field definitions and usage; and reporting. The design shall use information from the State's preliminary UCOA documents.	X		Yes	The Chart of Accounts is a key component of the project integration strategy. The CherryRoad Integration Manager and functional team members will assess the UCOA and determine the best method for establishing and maintaining the UCOA in the PeopleSoft system. The design will allow for integration with the corresponding financial systems in a manner that is seamless to system users and lower maintenance for both DAGS and Department staff. The design will be included in the F5 Initial System Design and F7~~6~~ Final System Design deliverables.

#	Initial Analysis and Design Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comments
2.2.13	Assess needs and develop the design for a Business Intelligence (BI)/Data Warehouse (DW) solution which addresses the State's reporting requirements.	X		~~No~~Yes	~~CherryRoad has not included services to Assess the State's needs and develop a Business Intelligence/Data Warehousing solution.~~CherryRoad will assess the State's need for a Business Intelligence (BI) / Data Warehouse (DW) solution, and incorporate its findings into the B6 Business Intelligence Plan deliverable
2.2.14	Provide BI/DW recommendations on an integrated versus federated implementation approach.	X		~~No~~Yes	CherryRoad will provide BI/DW recommendatons on an integrated versus federated implementation approach in the B6 Business Intelligence Plan deliverable~~CherryRoad has not included services to Assess the State's needs and develop a Business Intelligence/Data Warehousing solution.~~
2.2.15	Provide the Configured Environment (pre-development and/or sandbox) required to support fit-gap activities.	X		Yes	CherryRoad will stand up an implementation environment prior to the start of the F2 Release 1 Fit/Gap and F3 Release 2 Fit/Gap work sessions. The project team will prepare the environment for the Fit/Gap work sessions by completing the T1 Release 1 Conversion and T2 Release 2 Integration deliverables.

#	Initial Analysis and Design Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comments
2.2.16	Conduct and document assessments of detailed functional requirements and generate a fit-gap analysis, including affected systems recommendations and alternative design scenarios, etc.	X		Yes	CherryRoad will complete two cycles of Fit/Gap Analysis work sessions. F2 Release 1 Fit/Gap Analysis will include the analysis of core PeopleSoft application functionality using a subset of basic converted data. F3 Release 2 Fit/Gap Analysis will include the analysis of the system integration points across the PeopleSoft HCM modules (HR, Payroll, and Absence Management) as well as the integration points with department non-PeopleSoft systems. The F4 Gap Resolution document will document the software gaps and the CherryRoad recommendations for resolution of those gaps.
2.2.17	Provide a State-wide **EPS Implementation Strategy** document which outlines the proposed approach for implementation, including timelines for deployment across all phases; and staffing plan for the Offeror and the State.	X		Yes	At the conclusion of the Stage 1 Analysis fit/gap and gap resolution work sessions, CherryRoad will complete the P3 Project Scope and P4 Stage 2-5~~7~~ deliverable. Together these deliverables will satisfy the EPS Implementation Strategy requirements by defining the implementation approach, timelines, and staffing for the remaining project phase activities.
2.2.18	Provide the **Initial System Design Document**, including "to-be" business process flows, business process fit-gap analysis, updated and validated RTM (e.g. updated requirements fit-gap), RICEFW, data dictionary, and role-based access control.	X		Yes	The F5 Initial System Design deliverable will incorporate the ~~B3 Draft "To Be" business processes,~~ P3 Project Scope Document, and the T7~~17~~ Release 3 Development deliverable content.

#	Initial Analysis and Design Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comments
2.2.19	Facilitate interviews, group workshops, etc. to obtain and gain consensus on design.	X		Yes	The CherryRoad Integration Manager and Functional Team Members will be responsible for facilitating design review sessions and gaining consensus on the F5 Initial System Design.
2.2.20	Define and document the system's security and privacy features, including role-based access controls.	X		Yes	CherryRoad will assign a Security/Portal resource, who will be responsible for completing the T11 Application Security Plan, T12 Standard Security Configuration, and T13 Department Security Configuration deliverables.
2.2.21	Provide a **Business Process Re-engineering Plan** to address the business process and organizational change management activities necessary to successfully implement the system in the State.	X		Yes	CherryRoad will be responsible for completing the B2 Business Process Re-engineering Plan deliverable.
2.2.22	Provide and document a **Business Process and Organizational Change Management Plan**.	X		Yes	CherryRoad will assign an Organizational Change Management Lead, who will be responsible for completing the O4 Organizational Change Management Plan
2.2.23	Perform and document an **Organizational Readiness Assessment** to identify opportunities and resistance to changes.	X		Yes	CherryRoad will be responsible for the completion of the O7 Department Change Impact Analysis deliverable that will identify opportunities and resistance to changes at the departments.
2.2.24	Perform and document a discovery of Time & Attendance data collection requirements throughout the jurisdictions.	X		Yes	In the Time and Attendance Phase, CherryRoad will complete the F1 Requirements Analysis deliverable that will include the Time & Attendance data collection requirements throughout the jurisdictions.

2.3 Final Analysis and Design

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 3. Final Analysis and Design Roles and Responsibilities

#	Final Analysis and Design Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comments
2.3.1	Act as primary point of contact with stakeholders and offices to refine functional and technical requirements, including scheduling State staff for interviews and workshops.		X		
2.3.2	Develop a plan and schedule to conduct State interviews, group workshops, and surveys to finalize the detailed functional and technical requirements.	X		Yes	CherryRoad will develop a detailed plan and schedule to interact with State Stakeholders to finalize the detail functional and technical requirements.
2.3.3	Conduct and document State interviews, group workshops, and surveys to finalize the detailed functional and technical requirements.	X		Yes	CherryRoad will conduct and document all interaction with State Stakeholders to finalize the detailed requirements.
2.3.4	Provide final updates to refine, clarify and prioritize the detailed functional and technical requirements including "to-be" process flows, use cases, and business re-engineering opportunities.	X		Yes	As part of the Business Process implementation track, CherryRoad team members will first develop and submit the B3 Draft "To Be" Business Processes deliverable followed by the B4 Final "To Be" Business Processes deliverable.
2.3.5	Coordinate, schedule and communicate with all functional and technical SMEs for planning sessions.		X		

#	Final Analysis and Design Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comments
2.3.6	Conduct and document final functional and technical planning sessions to establish system(s) configuration.	X		Yes	The CherryRoad Integration Manager and Functional Team members will plan and conduct work sessions to complete the application configuration. Application Configuration will be completed and documented as part of the F5 Initial System Design and F7~~6~~ Final System Design deliverable.
2.3.7	Develop and document operational and technical requirements (technical as well as performance) around the current IT infrastructure (desktop, network, directories, and any dependent systems) to allow the State to perform any mitigations	X		Yes	CherryRoad will complete the I2 Technical Architecture Plan deliverable. In the I2 deliverable, CherryRoad will document the operational and technical requirements around the current IT infrastructure.
2.3.8	Conduct business process analysis and reengineering focused on the adoption of standard, best-practice business processes implicit within the proposed solution.	X		Yes	CherryRoad functional team members will conduct business process reengineering focused on adoption of the best-practice business processes included in the PeopleSoft system. The team will complete the B1 PeopleSoft Business Processes Review, B3 Draft "To Be" Business Processes, and the B5 Final "To Be" Business Processes deliverables, following this approach.
2.3.9	Assess needs and design BI/DW solution which supports the analysis and report requirements defined in functional requirements.	X		~~No~~Yes	~~CherryRoad has not included services to Assess the State's needs and develop a Business Intelligence/Data Warehousing solution.~~CherryRoad will assess the States BI/DW needs. All BI related reporting will be limited to the capabilities of the native PeopleSoft system, including pivot grids, work centers, and BI Publisher reports.

#	Final Analysis and Design Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comments
2.3.10	Provide the Configured Environment (pre-development) required to support the final fit-gap activities.	X		Yes	CherryRoad will stand up an implementation environment prior to the start of the F2 Release 1 Fit/Gap and F3 Release 2 Fit/Gap work sessions. The project team will prepare the environment for the Fit/Gap work sessions by completing the T1 Release 1 ~~Conversion~~ Development and T2 Release 2 Development~~Integration~~ deliverables.
2.3.11	Conduct and document assessments of detailed functional requirements and update the fit-gap analysis, including affected systems recommendations and alternative design scenarios, etc.	X		Yes	CherryRoad will complete two cycles of Fit/Gap Analysis work sessions. F2 Release 1 Fit/Gap Analysis will include the analysis of core PeopleSoft application functionality using a subset of basic converted data. F3 Release 2 Fit/Gap Analysis will include the analysis of the system integration points across the PeopleSoft HCM modules (HR, Payroll, and Absence Management) as well as the integration points with department non-PeopleSoft systems. The F4 Gap Resolution document will document the software gaps and the CherryRoad recommendations for resolution of those gaps.
2.3.12	Conduct and document assessments of detailed technical infrastructure requirements and generate a fit-gap analysis, including network infrastructure, desktops, etc.	X		Yes	CherryRoad will assess detailed technical infrastructure requirements and generate a fit-gap analysis that will be included in the I2 Technical Architecture Plan deliverable.
2.3.13	Ensure alignment of the system architecture with the State's technical architecture preferences.	X		Yes	CherryRoad will ensure the system architecture aligns with the State's technical architecture preferences.

#	Final Analysis and Design Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comments
2.3.14	Perform and document system security planning and create a formal **Security Plan** in accordance with State's security requirements and regulations.	X		Yes	CherryRoad will complete the I2 Technical Architecture Plan deliverable which will include system security. CherryRoad will complete the T11 Application Security Plan which will include PeopleSoft Application Security.
2.3.15	Provide a **Final System Design Document**, including "to-be" business process flows, final business process fit-gap analysis and documentation, validated detailed functional and technical requirements, configuration settings, and requirements traceability matrix.	X		Yes	The F7~~6~~ Final System Design deliverable will incorporate the final business processes, functional and technical requirements, application configuration, and requirements traceability matrix.
2.3.16	Facilitate interviews, group workshops, etc. to obtain and gain consensus on design.	X		Yes	The CherryRoad Integration Manager and Functional Team Members will be responsible for facilitating design review sessions and gaining consensus on the F~~6~~7 Final System Design.
2.3.17	Define and document the system's security features.	X		Yes	CherryRoad will assign a Security/Portal resource, who will be responsible for completing the T11 Application Security Plan, T12 Standard Security Configuration, and T13 Department Security Configuration deliverables.
2.3.18	Provide and apply appropriate business process and organizational change management templates and guidance while ensuring processes are in place for communication.	X		Yes	CherryRoad will assign an Organizational Change Management Lead, who will be responsible for completing the O3 Communications Plan deliverable, and for ensuring appropriate business process and organizational change management templates are applied.
2.3.19	Lead business process and organizational change management activities.		X		

#	Final Analysis and Design Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comments
2.3.20	Assess effectiveness of business process and organizational change management activities.	X		Yes	The CherryRoad Organizational Change Management Lead will be responsible for assessing the effectiveness of business process and organizational change management activities.
2.3.21	Provide a **System Security Plan** detailing the methodology and approach to the implementation of system security throughout the application.	X		Yes	CherryRoad will assign a Security/Portal resource, who will be responsible for completing the T11 Application Security Plan.
2.3.22	Provide recommendations for ongoing business process and organizational change management activities.	X		Yes	CherryRoad team members will be responsible for providing recommendations for ongoing business process and organizational change management activities.
2.3.23	Provide a **Communication Plan** detailing the approach to communicating to the entire organization the progress for the Project.	X		Yes	The CherryRoad Organizational Change Management Lead will be responsible for completing the O3 Communication Plan deliverable.
2.3.26	Implement business process and organizational change management recommendations.		X		
2.3.27	Provide a **Business Intelligence Plan** detailing the approach to meeting the State reporting requirements.	X		~~No~~Yes	~~CherryRoad has not included services to implement a Business Intelligence/Data Warehousing solution.~~CherryRoad will ~~complet~~complete the B06 Business Intelligence Plan. While the State has not licensed a BI/DW product for this project, the plan will ~~will~~ be developed with the Oracle OBIEE/OBIA products as the basis for the planning.

#	Final Analysis and Design Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comments
2.3.28	Provide and document the **System Landscape Architecture, Technical and Business Design Plan** which includes hardware specifications (e.g. make, model, CPU, memory), server configuration, system diagrams, database design, SAN storage requirements, high availability design, and Disaster Recovery infrastructure and procedures, as it relates to current State IT Governance policies and standards.	X		Yes	CherryRoad will include the System Landscape Architecture, Technical and Business Design Plan in the I2 Technical Architecture Plan deliverable.
2.3.29	Develop procedures for data replication and disaster recovery.	X		Yes	CherryRoad will develop procedures for data replication and disaster recovery.
2.3.30	Provide a **Data Conversion Strategy**, including identification of the methodology and tools for the conversion of State legacy database information.	X		Yes	The CherryRoad Technical Manager will be responsible for completing the T5 Conversion Plan deliverable that will include the data conversion strategy.
2.3.31	Implement **Knowledge Transfer Plan** for the State Project Team throughout all Phases as well as to State support personnel in support of developing a Level 1 and Level 2 support team prior to deployment.	X		Yes	The CherryRoad team will be responsible for implementing the activities included in the O5 Knowledge Transfer Plan. CherryRoad will be responsible for developing the B5 Operations & Maintenance Plan deliverable.

2.4 Configuration and Development

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 4. Configuration and Development Roles and Responsibilities

#	Configuration and Development Support Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.4.1	Establish and document the **Detailed Functional and Technical Specifications** , including requirements documents, use cases, and logical, data flow diagrams, architecture documents and physical data models inclusive of forms, reports, interfaces, conversions, enhancements, and workflow (FRICEW).	X		Yes	CherryRoad will document specifications for all development items including reports, interfaces, conversions, enhancements, and workflows.
2.4.2	Perform all necessary technical design, configuration, testing, or scripting, of systems as required to provide and implement the functional and technical requirements.	X		Yes	CherryRoad will complete the necessary design, configuration, and testing to implement the functional and technical requirements.
2.4.3	Perform all necessary technical design, configuration, testing, or scripting, of temporary and permanent interfaces as required to provide and implement the functional and technical requirements.	X		Yes	CherryRoad will perform all necessary design, configuration, and testing of inbound and outbound temporary and permanent PeopleSoft interfaces that are in the approved P3 Project Scope Document deliverable. The State will be responsible for the design, configuration, and testing of changes to the legacy systems to accommodate the temporary and permanent interfaces.
2.4.4	Develop and document custom reports (as required to provide and implement functional and technical requirements).	X		Yes	CherryRoad will develop and document all custom reports that are in the approved P3 Project Scope Document deliverable.

#	Configuration and Development Support Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.4.5	Manage all configuration and interface development efforts using State-approved tools and methodologies adhering to defined standards and guidelines.	X		Yes	CherryRoad will manage all configuration and development efforts using State-approved tools and methodologies.
2.4.6	Provide configuration management tools.	X		Yes	CherryRoad team members will use the CherryRoad Implementation Tracker tool to managed the PeopleSoft Application Configuration.
2.4.7	Provide software development audit trail capabilities (e.g., developer ID, time).	X		Yes	The CherryRoad Technical Manager will ensure that audit trails capabilities are utilized by the development team.
2.4.8	Coordinate and communicate with State partners, owners of external systems, and/or third-party service providers regarding interfaces.	X		Yes	CherryRoad will communicate with partners, owners of external systems, and/or third-party service providers regarding interface issues. However, the State must ultimately be responsible for ensuring these stakeholders meet the obligations of the project and the project schedule.
2.4.9	Work with State partners, owners of external systems, and/or third-party service providers to collect information required to develop and document a detailed interface design and approach according to State standards.	X		Yes	CherryRoad will work with these stakeholders to collect information necessary to complete the T4 Integration Plan deliverable, which will include a detailed interface design and approach.
2.4.10	Conduct code reviews to ensure customized software and interfaces comply with coding standards to reduce defects.	X		Yes	CherryRoad will conduct code reviews to ensure customized software and interface comply with coding standards to reduce defects.
2.4.11	Review and approve results of Offeror code reviews at the State's discretion.		X		

#	Configuration and Development Support Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.4.12	Define and document configuration management policies and procedures consistent with industry best practices.	X		Yes	The CherryRoad team will define and document configuration management policies and procedures consistent with best practices.
2.4.13	Perform configuration management activities throughout the Project.	X		Yes	The CherryRoad team will be responsible for performing configuration management activities throughout the project.
2.4.14	Tag and maintain an inventory of hardware and maintain an inventory of software.	X		Yes	CherryRoad will maintain an inventory of hardware as well as an inventory of software.
2.4.15	Label all hardware to correspond with appropriate diagrams and include description of function.	X		Yes	CherryRoad will label all hardware to correspond with appropriate diagrams and include description of function.
2.4.16	Ensure software license compliance.	X		Yes	CherryRoad will ensure software license compliance.
2.4.17	Schedule releases (e.g. configuration changes).	X		Yes	CherryRoad will schedule change releases.
2.4.18	Manage documentation of changes to the underlying environment via use of library management version control and turnover management.	X		Yes	CherryRoad will manage documentation of changes to the environment.
2.4.19	Review configuration management results.		X		
2.4.20	Provide a **Role-to-Position Mapping** document to map the end-user roles to the positions within the organization.	X		Yes	The CherryRoad Security/Portal Lead will complete the T12 Standard Security Configuration and T13 Department Security Configuration which will map end-user roles to the positions within the organization.

#	Configuration and Development Support Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.4.21	Provide a **Data Conversion Plan**, including identification of roles and responsibilities for Offeror and State staff, and policies and procedures to ensure controls are in place in accordance with State rules and regulations.	X		Yes	The CherryRoad Technical Manager will complete the T5 Conversion Plan deliverable.
2.4.22	Specify Extract, Transform, and Load (ETL) tools for data conversion.	X		Yes	CherryRoad will utilized our CherryRoad conversion framework that has been developed with the native PeopleSoft / Oracle tools.
2.4.23	Provide ETL tools.	X		Yes	CherryRoad will utilized delivered Oracle/PeopleSoft tools
2.4.24	Install and configure ETL tools (EPS environments).	X		Yes	The required tools will be installed in the hosting production and non-production environments.
2.4.25	Assist with installation and configuration of ETL tools (legacy environments).	X		Yes	

#	Configuration and Development Support Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.4.26	Provide an **Integration, Parallel, User Acceptance, Regression, Stress, and Security Test Plans** that provides the detailed approach that shall be taken to fully test all components of the system including test control and approval processes, test participants, how testing will interface with the configuration management process, and test documentation expectations for the following test types: unit, integration, end-to-end, interface, user acceptance, data conversion, performance (including stress and volume), availability, disaster recovery (including failover), regression, and security.	X		Yes	The CherryRoad Test Manager will complete the P5 Test Plan deliverable that will include the project team's plan to fully test all components of the system.
2.4.27	Provide a **Business Continuity Plan** that describes the approach to perform disaster recovery activities and align with the Service-Level Agreements (SLAs) as mutually agreed upon by the State and the Offeror.	X		Yes	The CherryRoad team will develop the I3 Business Continuity Plan deliverable defining the disaster recovery activities.
2.4.29	Provide an **End-User Training Plan**.	X		Yes	The end user training plan will be documented in the O8 End User Training Plan/Curriculum deliverable.
2.4.30	Vendor must provide a-Data governance structure plan.	X		Yes	The CherryRoad team will include a data governance structure plan in the I2 Technical Architecture Plan deliverable.
2.4.31	Vendor must detail their plan/procedure for the handling of the disposal of records (electronic, paper) that contain PII data.	X		Yes	The CherryRoad team will include plan/procedures for handling the disposal of records that contain PII data in the I2 Technical Architecture Plan deliverable.

#	Configuration and Development Support Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.4.32	Vendor must detail their plan/procedure for the handling of external requests for anything related to the State of Hawaii data	X		Yes	The CherryRoad team will include plan/procedures for handling external requests for anything related to the State of Hawaii data in the I2 Technical Architecture Plan deliverable.
2.4.33	Vendor must provide their Data Protection, or Data Loss Prevention (DLP) plan	X		Yes	The CherryRoad team will provide its Data Loss Prevention (DLP) plan in the I2 Technical Architecture Plan deliverable.

2.5 Testing and Training

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 5. Testing and Training Roles and Responsibilities

#	Testing and Training Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.5.1	Provide automated testing tools and procedures for testing including integration, UAT, end to end, regression, performance, stress, etc.	X		Yes	CherryRoad will provide automated test tools for performance testing. CherryRoad will include Oracle's PeopleSoft Test Framework in the various test cycles as defined by the P5 Test Plan deliverable.
2.5.2	Document/create standards and procedures for the use of the tools that support all testing activities.	X		Yes	CherryRoad will create testing standards and procedures, including the use of testing tools in the P5 Test Plan deliverable.
2.5.3	Install, configure, and implement the testing application software, hardware, data, desktops, etc.	X		Yes	
2.5.4	Create **Test Scripts, Test Cases, and Test Data,** and perform all appropriate testing (e.g., unit, integration, end-to-end, interface,-data conversion, performance (including stress and volume), regression, and security. Assist with user acceptance testing.	X		Yes	The CherryRoad team will complete the F~~7~~6 Test Cases and F8 Test Scripts deliverables. CherryRoad team members will execute the F9 System Test Cycles, F10 Integration Test Cycles, and I5 Performance Test cycle testing.
2.5.5	Assist with testing (integration and end-to-end). Provide guidance and input to **Test Scripts, Test Cases, and Test Data**. Perform user acceptance testing.		X		
2.5.6	Test the capability of failover to secondary DR site.	X		Yes	CherryRoad will perform a DR failover test.

#	Testing and Training Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.5.7	Test the capability to move back to primary data center after deployment on secondary DR data center.	X		Yes	CherryRoad will test the capability to move back to the primary data center after deployment to the secondary DR data center.
2.5.8	Provide the Configured Hardware Environments (testing) to test and/or demonstrate the functionality has been satisfied.	X		Yes	CherryRoad will provide the configured Hardware Environments to demonstrate the functionality has been satisfied.
2.5.9	Provide Configured Hardware Environments (testing) Documentation, including specification of hardware, network, storage, utilities, licensees, and other required infrastructure.	X		Yes	CherryRoad will provide the Configured Hardware Environments documentation.
2.5.10	Provide and document test results in a **Documented Successful Testing Results** deliverable.	X		Yes	The CherryRoad Test Manager will document test results in multiple deliverables including the F9 System Test Cycles, F10 Integration Test Cycles, and I5 Performance Test cycle testing.
2.5.11	Validate the system for compliance with the Security Plan.	X		Yes	CherryRoad will validate the system for compliance with the T11 Application Security Plan and I2 Technical Architecture Plan.
2.5.12	Manage the State functional, integration, user acceptance, and regression test environments and associated test data including creation and maintenance during the testing period.	X		Yes	CherryRoad will manage the test environments during the testing periods.
2.5.13	Review testing results for compliance with policies, procedures, plans, and test criteria and metrics (e.g. defect rates, progress against schedule).		X		
2.5.14	Coordinate the scheduling of user acceptance testing (e.g. gain user involvement, establish and define acceptance criteria, set high-level test objectives, establish high-level test scenarios).		X		

#	Testing and Training Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.5.15	Facilitate and support user acceptance test as prescribed by the State, including: establishing adequate test environment based on user acceptance criteria; preparing data to support test scenarios within modified system as well as managing the relationship with all interfaced systems necessary to conduct test; troubleshooting; supporting users to progress through scenarios; simulating interfaces or working with integrated systems to conduct end-to-end tests; supporting batch processing; exercising functionality; converting production data, and reporting results.	X		Yes	CherryRoad will support user acceptance testing as described here in 2.5.15.
2.5.16	Conduct user acceptance testing.		X		
2.5.17	Use a Defect Tracking System (provided by the Offeror) for purposes of allowing the State to initiate, track, and report all testing defects (e.g. integration, end to end, and user acceptance testing).	X		Yes	The CherryRoad team members will utilize the CherryRoad Implementation Tracker Tool for initiating, tracking and reporting testing defects.
2.5.18	Notify Offeror in the event the State notices a discrepancy between the State's requirements and the requirements document or other Offeror Deliverables.		X		
2.5.19	Correct defects found as a result of testing efforts.	X		Yes	CherryRoad will facilitate the resolution and closing of defects that result from testing.
2.5.20	Create data conversion extracts from legacy/existing data files in a format specified by the Data Conversion Plan.		X		

#	Testing and Training Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.5.21	Provide coding of automated data conversion extracts from legacy/existing data files, using techniques that are consistent with the development standards.	X		No	The conversion methodology assigns the State responsibility to extract legacy data in a format defined by the corresponding conversion specifications. CherryRoad is responsible for the transformation and loading of the data into PeopleSoft, but not the extraction of data from the legacy system.
2.5.22	Extract legacy data for purposes of transformation and loading into new application files structures.		X		
2.5.23	Transform and load cleansed legacy data.	X		Yes	Utilizing the CherryRoad conversion framework tool, the CherryRoad team members will transform and load legacy data extracts into the PeopleSoft system.
2.5.24	Review the data and the data cleansing metrics as delineated in Data Conversion Plan, for data currently residing in State databases.		X		
2.5.25	Perform data cleansing (cleansing of data that cannot be cleansed automatically).		X		
2.5.26	Coordinate and execute manual data loads if required.	X		Yes	CherryRoad may coordinate and execute manual data loads if it is mutually agreed upon by the State and CherryRoad that a manual data load is required.
2.5.27	Provide converted legacy data for transactional testing during integration, end to end, user acceptance, etc. test events.	X		Yes	CherryRoad will include converted legacy data for the system, integration, and user acceptance test cycles.
2.5.28	Perform Data Conversion from existing system(s) to the new system, by electronic or manual methods and track data conversion status and notifications.	X		Yes	CherryRoad will perform data conversion from existing systems to the new PeopleSoft system.

#	Testing and Training Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.5.29	Provide tool for obfuscation of data (subject to approval by the State).	X		Yes	CherryRoad will take steps to obfuscate test data where appropriate and agreed upon by the State.
2.5.30	Provide tool for automated comparison of payroll and financial accounting calculation results between legacy and new system (subject to approval by the State).	X		Yes	CherryRoad provides a payroll validation testing tool that will compare the Gross and Net payroll calculations between the State's legacy payroll and the PeopleSoft payroll system.
2.5.31	Provide knowledge transfer materials including dialogue scripts, for Level 1 support for the system.	X		Yes	CherryRoad will provide knowledge transfer materials in accordance with the O5 Knowledge Transfer Plan deliverable.
2.5.32	Provide **Training Curriculum Document**, including the course outlines and schedules for end-user training.	X		Yes	The CherryRoad Training development lead will complete the O8 End User Training Curriculum deliverable.
2.5.33	Provide **Enhanced Training Materials**.	X		Yes	CherryRoad will include Enhanced Training Materials in the O9 End User Training Materials deliverable. The Enhanced Training Materials will be used to transition the State to its full support of the Training program over a period of time.
2.5.34	Provide **Final Training Materials**, including end-user documentation, standard templates and online training, to support end-user training.	X		Yes	CherryRoad will include Final Training Materials in the O9 End User Training Materials deliverable.
2.5.35	Tailor the standard training templates to incorporate State-specific business processes.	X		Yes	CherryRoad will incorporate State-specific business processes into the training materials.
2.5.36	Conduct Enhanced Training for the system.	X		Yes	CherryRoad will provide training to the State's training staff for the purpose of transitioning training responsibility over a period of time.
2.5.37	Participate in Enhanced Training for the system.		X		

#	Testing and Training Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.5.38	Conduct **End-User Training** for the system.	X		Yes	CherryRoad will conduct End User Training as part of the O11 Interfaces Deployment End User Training, O12 DOE Deployment End User Training, and O13 PCS Deployment End User Training.
2.5.39	Support end-user training for the system		X		
2.5.40	Participate in end-user training for the system.		X		
2.5.41	Provide the Configured Environments (Training) to support training as defined in End-User Training Plan.	X		Yes	CherryRoad will provide the requisite environments to support training.
2.4.42	Provide Configured Environments (Training) Documentation, including specification of hardware, network, storage, utilities, licensees, and other required infrastructure.	X		Yes	CherryRoad will provide the requisite training environment documentation.
2.5.43	Create and maintain the State training data as required by the State.	X		Yes	CherryRoad will maintain the requisite training environment data.
2.5.44	Provide detailed **Technical Documentation** including the technical and architectural documents, diagrams, and specifications.	X		Yes	CherryRoad will provide the requisite training environment technical documentation.
2.5.45	Survey end-users following End-User Training for End-User training effectiveness reports.		X		
2.5.47	Provide the End-User Survey and develop End-User Training Effectiveness Reports.	X		Yes	CherryRoad will conduct end user training surveys and will develop corresponding training effectiveness reports.

2.6 Deployment and Go-Live Support

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 6. Deployment and Go-Live Support Roles and Responsibilities

#	Deployment and Go-Live Support Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.6.1	Provide initial and **Final Detailed Deployment Plan**.	X		Yes	The CherryRoad Project Manager will complete the P6 Deployment Plan deliverable.
2.6.2	Provide the Configured Environments (production and disaster recovery).	X		Yes	CherryRoad will provide the configured production and disaster recovery environments as part of the system deployment.
2.6.3	Provide Configured Environments (production and disaster recovery) Documentation, including specification of hardware, network, storage, utilities, licensees, and other required infrastructure.	X		Yes	CherryRoad will provide the configured production and disaster recovery environments documentation as part of the system deployment.
2.6.4	**Provide Go/No-go Documentation**, including the Production Cutover Plan and the Go-Live Checklist).	X		Yes	The CherryRoad Project Manager will complete Go/No-Go documentation for each deployment, which will include the P9 Interfaces Deployment Go/No-Go Document, P10~~1~~ DOE Deployment Go/No-Go Document, and the P11~~3~~ PCS Deployment Go/No-Go Document deliverables.
2.6.5	Conduct **Go/No-go Meeting**.	X		Yes	CherryRoad will conduct Go/No-Go Meetings for each of the Interfaces, DOE, and PCS deployments.

#	Deployment and Go-Live Support Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.6.6	Perform deployment and support activities with parties as directed by the State Project Manager.	X		Yes	CherryRoad will provide support activities following each of the Interfaces, DOE, and PCS deployments.
2.6.7	Provide **System and User Documentation**, including functional, technical and architectural specifications, operational documentation (e.g. batch schedule, runtime procedures).	X		Yes	CherryRoad will provide System and User Documentation referenced in the B5 Operations & Maintenance Plan deliverable.
2.6.8	Provide a **Production Support Plan** to cover the Post Go-Live Support prior to Warranty, the Warranty Period, and the M&O Support period. The plan should include the proposed organizational structure, roles and responsibilities and estimated level of effort for the Offeror and the State.	X		Yes	The CherryRoad Project Manager will complete the P7 Production Support Plan deliverable to cover the Post Go-Live Support period, the Warranty period, and the M&O Support Period.
2.6.9	Assist with a Decommissioning and Archiving Plan for legacy data and systems.	X		Yes	CherryRoad will assist with a Decommissioning and Archiving Plan for legacy data and systems by providing knowledgeable resource to participate in the information gathering and strategy discussions. The State will be responsible for developing the written plan.
2.6.10	Provide recommended operations and administration procedures related to the deployment.	X		Yes	The CherryRoad team will complete the B5 Operations and Maintenance Plan deliverable.
2.6.11	Approve production deployment go/no-go decisions.		X		
2.6.12	Deploy application into production.	X		Yes	For each deployment CherryRoad will complete the cutover activities, which will include the T17 Interfaces Deployment Go-Live Cutover, T19 DOE Deployment Go-Live Cutover and T21 PCS Deployment Go-Live Cutover deliverables.

#	Deployment and Go-Live Support Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.6.13	Track deployment status and notification.	X		Yes	During the execution of the cutover plans, CherryRoad will track and communicate the status of the cutover tasks.
2.6.14	Escalate and resolve issues with Offeror post-production support team.		X		
2.6.15	Provide 12 weeks of post go-live deployment support prior to final acceptance.	X		Yes	CherryRoad will provide 12 weeks of post go-live deployment support prior to final acceptance. The deliverable is the F154 Production Stabilization deliverable.
2.6.16	Provide **Successful Deployment Documented** deliverable.	X		Yes	For each deployment CherryRoad will document the cutover activities, which will include the T17 Interfaces Deployment Go-Live Cutover, T19 DOE Deployment Go-Live Cutover and T21 PCS Deployment Go-Live Cutover deliverables.
2.6.17	Provide the configuration and customization documentation and readable source code and object (executable) code for the system in the configuration management system.	X		Yes	CherryRoad will provide all configuration and customization documentation in the Implementation Tracker system.
2.6.18	Perform **Phase Closeout** including system tuning activities, assessment of knowledge transfer tasks, transfer Project artifacts to Project repository, lessons learned document, update design documents, and transition support to the State as appropriate.	X		Yes	CherryRoad will perform the appropriate Phase Closeout activities.
2.6.19	Develop help desk scripts (level 1 and 2 help desk).	X		Yes	CherryRoad will complete the F154 Production Stabilization deliverable which will include help desk scripts.

#	Deployment and Go-Live Support Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.6.20	Maintain help desk scripts.		X		
2.6.21	Provide Level 1 Help Desk—simple (with coordination of user support activities including "how to" support) and user account and password administration.		X		
2.6.22	Provide Level 2 Help Desk	X		Yes	During the 12 week production support period (FP14 Production Stabilization), CherryRoad team members will provide Level 2 Help Desk support.
2.6.23	Provide Level 3 Help Desk for the system-related incidents and problems.	X		Yes	During the 12 week production support period (FP14 Production Stabilization), CherryRoad team members will provide Level 3 Help Desk support.
2.6.24	Assist the State in the development of support organization.	X		Yes	CherryRoad will complete the B5 Operations and Maintenance Plan deliverable and will assist in the development of the State's support organization.
2.6.25	Provide support organization to advise and assist business end-users and staff in the use of systems and State specific policies.		X		
2.6.26	Respond to escalated trouble ticket items in accordance with established procedures.	X		Yes	During the 12 week support period, CherryRoad team members will respond to escalated trouble tickets in accordance with established procedures.
2.6.27	Establish priority of trouble ticket items / service requests.		X		
2.6.28	Maintain "end state" system architecture documentation.	X		Yes	CherryRoad will maintain "end state" system architecture documentation.
2.6.29	Provide maintenance and repair policies and procedures.	X		Yes	CherryRoad will provide maintenance and repair policies and procedures.

#	Deployment and Go-Live Support Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.6.30	Provide technical and functional support to the State IT staff and other groups as directed by the State.	X		Yes	During the 12 week support period, CherryRoad team member will provide support to the State IT staff and other groups as mutually agreed upon by CherryRoad and the State.
2.6.31	Provide **Organizational Change Management Effectiveness Assessment** Report.	X		Yes	CherryRoad will provide an Organizational Change Management Effectiveness Assessment report.
2.6.32	Perform diagnostics on software and services.	X		Yes	CherryRoad will provide diagnostics on software and services
2.6.33	Provide **Final Acceptance Documented** deliverable that includes a checklist of all Project closeout activities and validates that support has been provided for the duration of the Minimum Support Period (see below).	X		Yes	At the conclusion of the 12 week support period, CherryRoad will complete the P124 Final Acceptance deliverable that will include a checklist of Project closeout activities and will validate that support has been provided for the 12 week support period.

2.7 Warranty Services

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 7. Warranty Roles and Responsibilities

#	Configuration and Development Support Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.7.1	Provide processes and procedures for tracking and reporting the status of all warranty services.	X		Yes	CherryRoad will document the processes and procedures for tracking and reporting the status of warranty services in the B5 Operations and Maintenance Plan deliverable.
2.7.2	Perform system fixes for problems that the Offeror was responsible for providing.	X		Yes	CherryRoad will perform system fixes for problems that CherryRoad is responsible for.
2.7.3	Perform data fixes for errors that the Offeror was responsible for, including but not limited to improperly converted files or tables.	X		Yes	CherryRoad will perform data fixes for problems that CherryRoad is responsible for.
2.7.4	Test the system to ensure that no regression errors are introduced.	X		Yes	Prior to deploying warranty fixes, CherryRoad will perform regression testing to confirm that no errors are introduced by a warranty fix.
2.7.5	Approve all warranty service fixes with formal sign-off.		X		
2.7.6	Update all documentation and related files/Deliverables associated with Warranty Services.	X		Yes	CherryRoad will update related system documentation following a warranty fix.

Attachment 10-1: Detailed Work Plan

The content included in this Detail Work Plan will form the basis for the P1 Stage 1 Project Schedule and P2 Project Management Plan. The Detail Work Plan describes the implementation approach, resource requirements, and the timeline to successfully complete the State of Hawaii EPS Implementation project. The Detail Work Plan includes the following sections:

- Implementation Approach
- Work Breakdown Structure (WBS) Diagram and WBS IDs
- Implementation Timeline
- Implementation Staffing Plan
- CherryRoad Deliverable Costs and Schedule
- Work Breakdown Structure Deliverable Definitions

Implementation Approach

As requested by the RFP, CherryRoad has developed a multi-phase implementation approach for the State of Hawaii EPS Implementation project.

Payroll Process Phase – The Payroll Process Phase includes the implementation of PeopleSoft HCM 9.2 to replace the State of Hawaii legacy DAGS payroll system and the implementation of required interfaces to integrate the payroll application and corresponding business processes with departmental and third-party systems. The Payroll Process Phase will secondarily include the implementation of PeopleSoft Absence Management for DHRD.

Time and Attendance Phase – Following the Payroll Process Phase, the project team will complete a multi-wave deployment of the PeopleSoft Time and Labor module to enable integrated online time reporting and approvals. The deployment of the Time and Labor module will replace the State's existing manually intensive time collection and approval processes. The Time and Attendance phase will further expand the implementation of the PeopleSoft Absence Management module.

The CherryRoad implementation approach for the State of Hawaii project consists of five (5) implementation stages. In the Payroll Services Phase, there will be five (5) major milestone deployments.

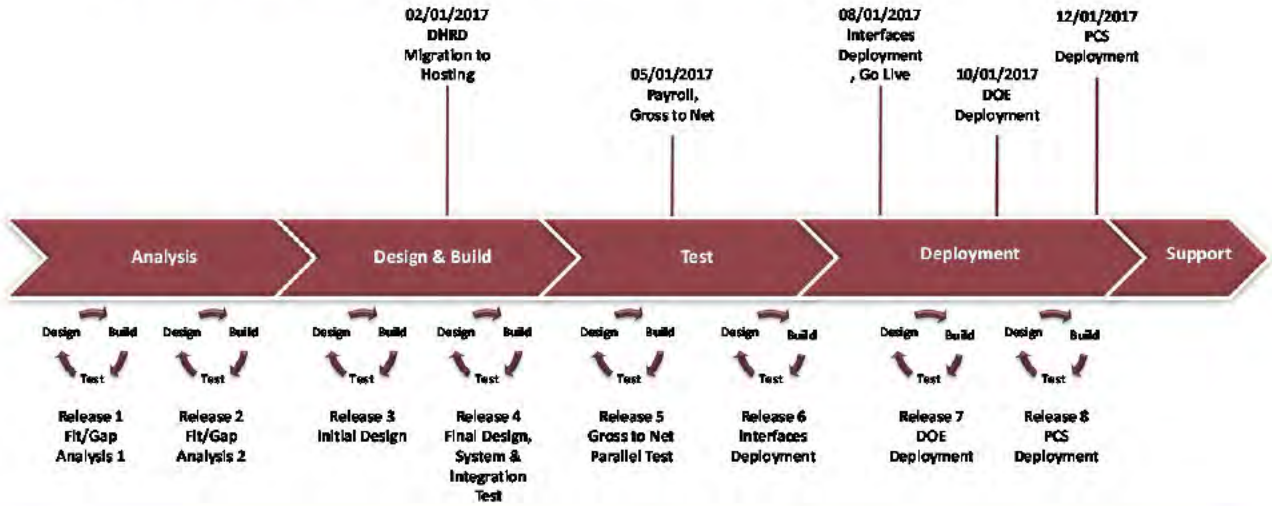
- February 2017 – Migrate DHRD production PeopleSoft system to CRT hosted environment
- May 2017 – Deploy PeopleSoft payroll engine for gross to net payroll parallel testing
- August 2017 – PeopleSoft Payroll go-live with all inbound and outbound interfaces
- October 2017 – Deployment to replace DOE Casual Payroll and TSEAS Payroll interfaces
- December 2017 – Distribute online functionality to department to replace Paper PCS

–In the Time and Attendance Phase, there will be seven (7) implementation stages, including four(4) major milestone deployments.

- June 2019 - Wave 1 Departments
- September 2019 - Wave 2 Departments

- December 2019 - Wave 3 Departments
- March 2020 - Wave 4 Departments

For both project phases, the project team will repeat eight (8) cycles of design, build, and test activities referred to as development releases. Each release represents an iterative step in a process aimed at defining solutions earlier in the project and refining them over the course of the project.



Over the course of the project, this implementation approach will provide multiple opportunities to demonstrate the PeopleSoft system capabilities and to have State team members provide feedback on the system design. This approach fosters building a new system in a way that is collaborative, inclusive and effective.

Stages and Release Cycles

As noted above there are five (5) implementation stages in which CherryRoad will complete eight (8) configuration and development release cycles. The table below describes the purpose of each release, demonstrating the iterative process of design, build, and test that is the focus of our implementation methodology.

Stages	Description
Stage 1 Analysis	***Release 1 - Fit/Gap Analysis, Application Module Functionality*** • CherryRoad team members review the PeopleSoft business processes • CherryRoad team members review the State functional requirements • Applications are configured to demonstrate individual application functions • An initial subset of data is converted for key master data elements • Fit/gap analysis sessions review delivered application module functionality • Software gaps are captured and options for gap resolution are documented

Stages	Description
	Release 2 - Fit/Gap Analysis, Application End to End Functionality • Applications are configured to demonstrate end to end functionality • Application integration is setup; integration broker, portal, security • Refine initial data conversion to expand master data elements • Fit/gap analysis sessions review integrated end–to–end functionality – hire to terminate, payroll and labor distribution, etc. • Software gaps are captured and options for gap resolution are documented At the conclusion of Stage 1 Analysis, the CherryRoad team will complete the Gap Resolution and Scope Document deliverables that will enable the State and CherryRoad to plan the remaining stages of the implementation phase.
Stage 2 Design and Build	***Release 3 - Initial System Design*** • Application configuration is complete for Interface Departments, DOE, and PCS • High priority reports, interfaces, conversions, and enhancements scheduled for Release 3 are developed and unit tested • Business processes are unit tested and the results recorded in the Implementation Tracker • Demonstrations will be conducted with departments to demonstrate the end to end processes and priority enhancements • Any recommended adjustments are documented, estimated and submitted for approval. ***Release 4 – Final System Design, ~~&~~ System Testing, & Integration Testing*** • Application configuration is completed for any outstanding departments • Reports, interfaces, conversions, and enhancements scheduled for Release 4 are developed and unit tested • Portal (Interaction Hub) configuration is complete and unit tested • Application Security configuration is complete and unit tested • The Application configuration is complete for any remaining departments not included in Release 3 • Business processes are unit tested and the results recorded in the Implementation Tracker • Demonstrations will be conducted with departments to demonstrate the end to end processes and priority enhancements • Release 4 marks the completion of the application design and the F6 Final System Design deliverable is documented for the State's approval • The system and integration test environment will include the Release 4 configuration and development • This will include the portal configuration • This will include the standard security configuration

Stages	Description
	At the conclusion of Stage 2 Design and Build, the project team will be positioned to draft the "To Be" business processes, develop the end user training curriculum, and prepare the various testing plans and scripts in preparation for the Stage 3 test cycles.
Stage 3 Test	***Release 5 – Gross to Net Parallel Payroll~~Integration~~ Testing*** • Application configuration and development issues identified during the ~~System and~~System and Integration Test cycles will be resolved in Release 5 • Reports, interfaces, conversions, and enhancements scheduled for Release 5 are developed and unit tested • Department security will be loaded • Release 5 will be used for the execution of the ~~Integration~~Gross to Net Parallel Payroll Test cycles ***Release 6 – Interface Deployment User Acceptance Testing*** • Application configuration and development issues identified during the Gross to Net Parallel Payroll ~~Integration~~ Test cycles will be resolved in Release 6 • Reports, interfaces, conversions, and enhancements scheduled for the Interfaces Deployment and Release 6 are developed and unit tested • Release 6 will be used for the execution of Interfaces Deployment User and Regression Testing • Release 6 will be ~~the~~ used for End User Training At the conclusion of Stage 3 Test, the project team will be positioned to complete the final "To Be" business processes, deliver end user training and initiate the Stage 4 deployment activities.
Stages 4-6 Deployment	***Release 7 – DOE Deployment User Acceptance Testing*** • Reports, interfaces, conversions, and enhancements scheduled for the DOE Deployment and Release 7 are developed and unit tested • Release 7 will be used for the execution of DOE Deployment User and Regression Testing • Release 7 will be used for DOE End User Training ***Release 8 – PCS Deployment User Acceptance Testing*** • Configuration, reports, interfaces, conversions, and enhancements scheduled for the PCS Deployment and Release 8 are developed and unit tested • Release 8 will be used for the execution of Interfaces Deployment User and Regression Testing • Release 8 will be used for End User Training At the conclusion of Stage 4 Deployment, the project team will have completed the deployment of all Payroll Process functionality to the department users, and will initiate the Stage 5 Support activities.

Stages	Description
Stage 7 Support	***Ongoing Support*** • Production service levels are monitored • The production stabilization plan is implemented • The CherryRoad team provides support during the stabilization period

Work Breakdown Structure (WBS)

Descriptions of our methodology provide a summary view of our approach, highlighting the iterative release cycles and flexible design to managing scope, developing conversions, conducting knowledge transfer, etc. However, it is also important to show the discipline and rigor in which we manage the implementation process. It starts with defining implementation tasks, grouping those tasks into deliverables, and organizing those deliverables into a logical structure upon which a comprehensive implementation plan can be developed. We refer to our logical deliverable structure as the work breakdown structure, and it is at the core of our implementation plan.

Work Breakdown Structure Diagram

For the State of Hawaii EPS Implementation Project, the Work Breakdown Structure (WBS) Diagram is a graphical depiction of the seven project stages and the organization of the CherryRoad project deliverables. The WBS Diagram is duplicated for both the Payroll Phase and the Time and Attendance Phase. The Payroll Phase is characterized by its three deployments: Interfaces, DOE, and PCS. For the Time and Attendance Phase, the WBS Diagram is slightly different as it accounts for four deployment waves: Wave 1, Wave 2, Wave 3, and Wave 4.

The WBS organizes the project deliverables and serves as the foundation from which the project schedule is developed. Within the WBS, the project deliverables are organized both horizontally and vertically. First, the deliverables are displayed in a left–to–right horizontal configuration that depicts the progression of deliverables to be completed within each project stage (columns). The following are the five (5) stages of the Payroll Phase.

- Stage 1 – Analysis
- Stage 2 – Design and Build
- Stage 3 – Test
- Stage 4 – Deployment
- Stage 5 – Support

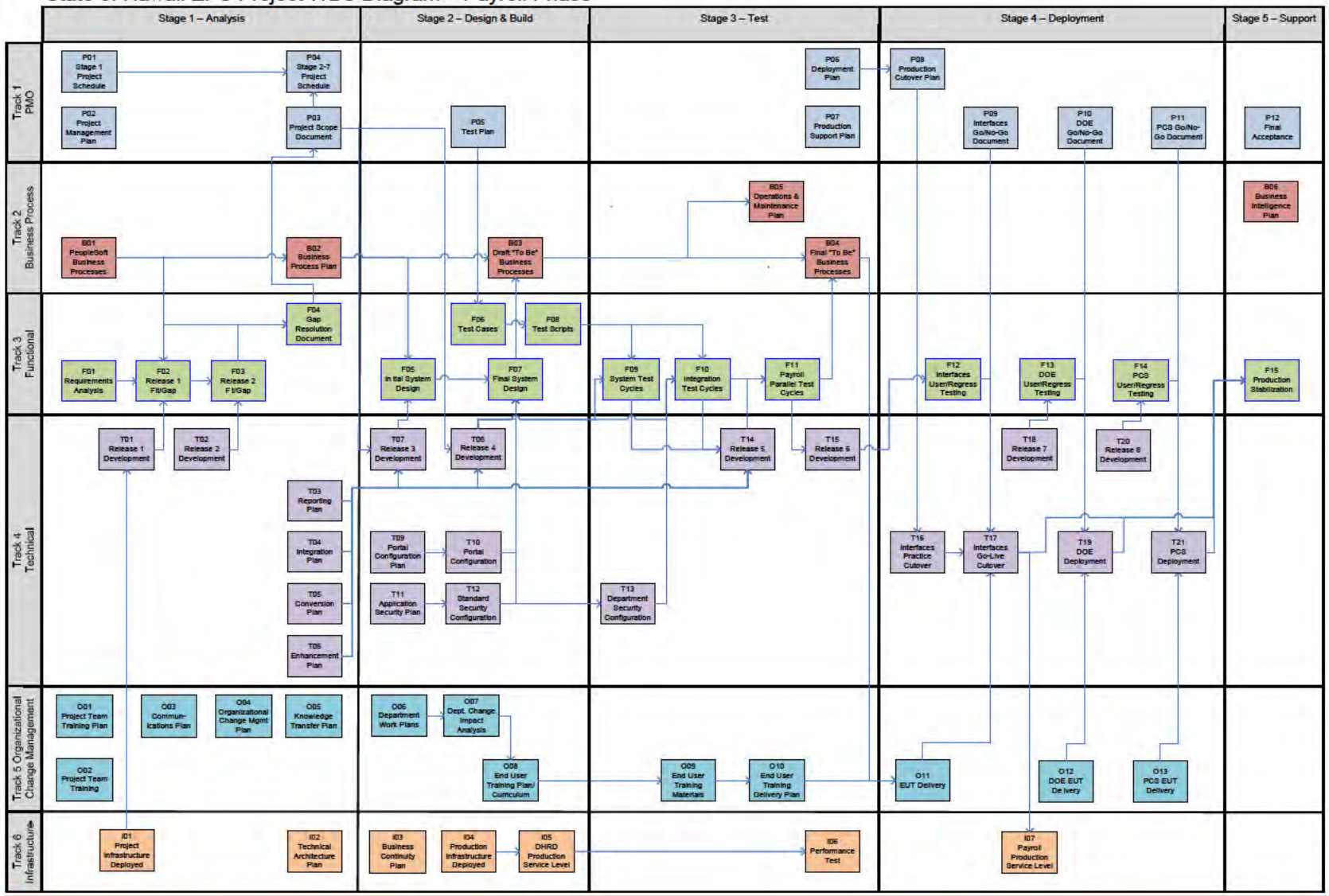
The deliverables are also aligned vertically by implementation tracks, which are organized by the project work streams (rows). Most deliverables will require collaboration across project disciplines, so the deliverable is located in the track where the primary responsibility for completing the deliverable resides.

- Track 1 – Project Management
- Track 2 – Business Process
- Track 3 – Functional
- Track 4 – Technical
- Track 5 – Organizational Change Management
- Track 6 – Infrastructure

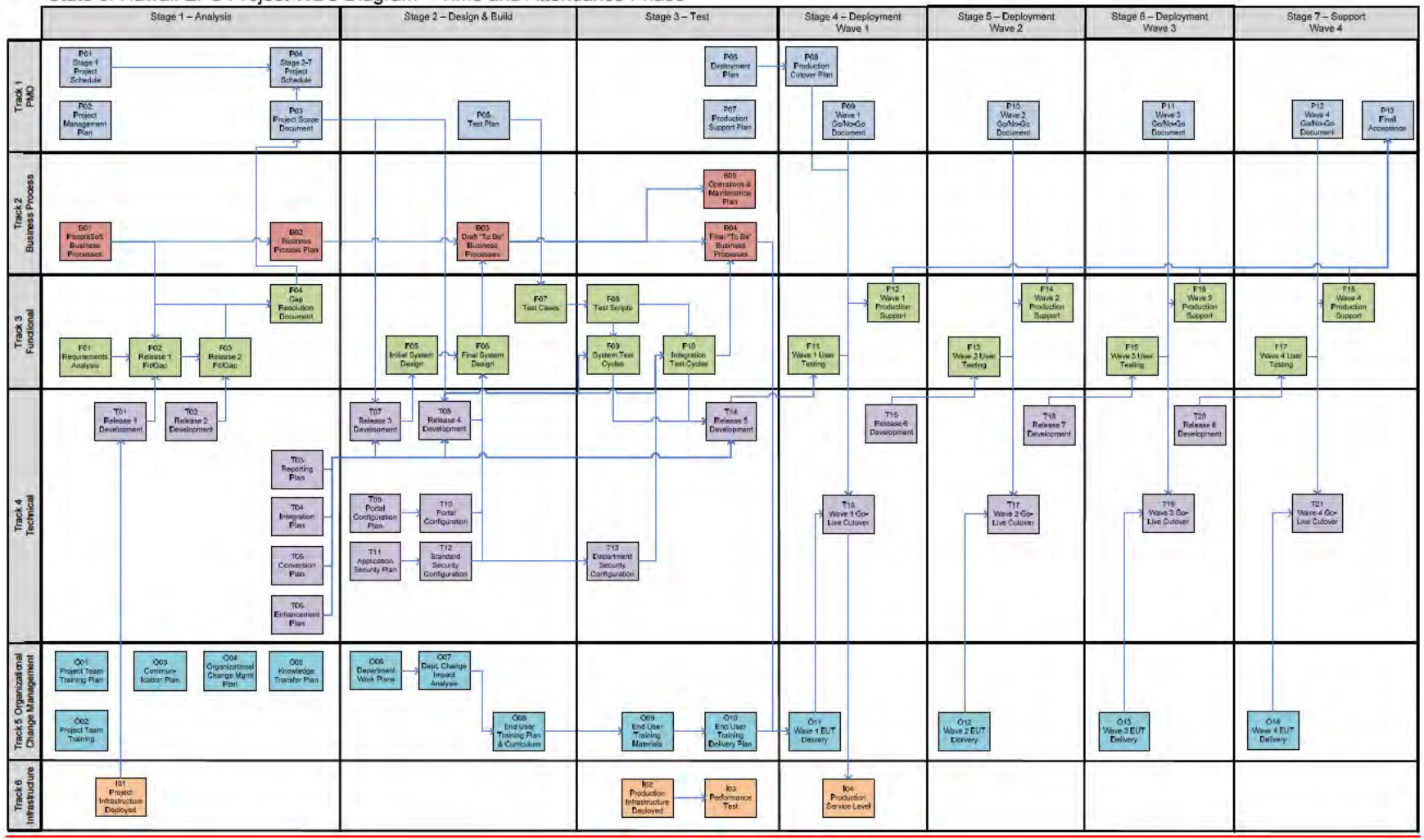
In addition to organizing deliverables by project stage and track, the WBS also illustrates the dependencies between project deliverables by establishing connectors where an individual deliverable is connected to its successor deliverables. Lastly, the deliverables color indicates the implementation track to which the deliverable belongs. The color coding is consistent throughout the sections of the Detail Work Plan. The detailed descriptions of the State's and CherryRoad's responsibility pertaining to each individual deliverable are included in the WBS Deliverable Definition section at the end of this Detail Work Plan.

In the pages that follow, we have included the Work Breakdown Structure diagrams for both the Payroll Phase and the Time and Attendance Phase. The first diagram depicts the Payroll Phase and includes the proposed seventy four (74) implementation deliverables to be completed by the project team for the Payroll Phase. The second diagram depicts the Time and Attendance Phase and includes the proposed seventy five (75) implementation deliverables to be completed by the project team for the Time and Attendance Phase.

State of Hawaii EPS Project WBS Diagram – Payroll Phase



State of Hawaii EPS Project WBS Diagram – Time and Attendance Phase



Conceptual Work Breakdown Structure

Section 6.3.1.2 of the proposal instructions requests a Conceptual Work Breakdown Structure with a minimum of five levels. The following conceptual Work Breakdown Structure corresponds to the WBS Diagrams for both the Payroll Process Phase and Time and Attendance Phase.

Level 1 – State of Hawaii EPS Implementation Project
Level 2 – Implementation Phase
Level 3 – Implementation Stage
Level 4 – Implementation Track
Level 5 – Implementation Deliverable

1. State of Hawaii EPS Implementation Project
    - 1.1. Payroll Process Phase
        - 1.1.1. Stage 1 Analysis
            - 1.1.1.1. Track 1 – Project Management
                - 1.1.1.1.1. P1 – Stage 1 Project Schedule
                - 1.1.1.1.2. P2 – Project Management Plan
                - 1.1.1.1.3. P3 – Project Scope Document
                - 1.1.1.1.4. P4 – Stage 2-7 Project Schedule
            - 1.1.1.2. Track 2 – Business Process
                - 1.1.1.2.1. B1 – PeopleSoft Business Processes Review
                - 1.1.1.2.2. B2 – Business Process Re-Engineering Plan
            - 1.1.1.3. Track 3 – Functional
                - 1.1.1.3.1. F1 – Requirements Analysis
                - 1.1.1.3.2. F2 – Release 1 Fit/Gap Analysis
                - 1.1.1.3.3. F3 – Release 2 Fit/Gap Analysis
                - 1.1.1.3.4. F4 – Gap Resolution Document
            - 1.1.1.4. Track 4 – Technical
                - 1.1.1.4.1. T1 Release 1 Conversion
                - 1.1.1.4.2. T2 Release 2 Integration
                - 1.1.1.4.3. T3 – Reporting Plan
                - 1.1.1.4.4. T4 – Integration Plan
                - 1.1.1.4.5. T5 – Conversion Plan
                - 1.1.1.4.6. T6 – Enhancement Plan

1.1.1.5. Track 5 – Organizational Change Management

1.1.1.5.1. O1 – Project Team Training Plan

1.1.1.5.2. O2 – Project Team Training

1.1.1.5.3. O3 – Communications Plan

1.1.1.5.4. O4 – Organizational Change Management Plan

1.1.1.5.5. O5 – Knowledge Transfer Plan

1.1.1.6. Track 6 – Infrastructure

1.1.1.6.1. I1 – Project Infrastructure Deployed

~~1.1.1.6.1.~~1.1.1.6.2. I2 Technical Architecture Plan

1.1.2. Stage 2 – Design & Build

1.1.2.1. Track 1 – Project Management

1.1.2.1.1. P5 – Test Plan

1.1.2.2. Track 2 – Business Process

1.1.2.2.1. B3 Draft "To Be" Processes

1.1.2.3. Track 3 – Functional

1.1.2.3.1. F5 – Initial System Design

1.1.2.3.2. F6~~7~~ – Test Cases

~~1.1.2.3.2.~~1.1.2.3.3. F7~~6~~ – Final System Design

~~1.1.2.3.3.~~1.1.2.3.4. F8 – Test Scripts

1.1.2.4. Track 4 – Technical

1.1.2.4.1. T7 – Release 3 Development

1.1.2.4.2. T8 – Release 4 Development

1.1.2.4.3. T9 – Portal Configuration Plan

1.1.2.4.4. T10 – Portal Configuration

1.1.2.4.5. T11 – Application Security Plan

1.1.2.4.6. T12 – Standard Security Configuration

1.1.2.5. Track 5 – Organizational Change Management

1.1.2.5.1. O6 – Department Work Plans

1.1.2.5.2. O7 – Department Change Impact Analysis

1.1.2.5.3. O8 – End User Training Plan and Curriculum

1.1.2.6. Track 6 – Infrastructure

1.1.2.6.1. I3 – Business Continuity Plan

~~1.1.2.6.1.~~1.1.2.6.2. I4 – Production Infrastructure Deployed

~~1.1.2.6.2.~~1.1.2.6.3. I5 – DHRD Production Service Level

1.1.3. Stage 3 – Test

1.1.3.1. Track 1 – Project Management

1.1.3.1.1. P6 – Deployment Plan

1.1.3.1.2. P7 – Production Support Plan

1.1.3.2. Track 2 – Business Process

1.1.3.2.1. B4 – Final "To Be" Business Processes

1.1.3.2.2. B5 – Operations & Maintenance Plan

1.1.3.3. Track 3 – Functional

1.1.3.3.1. F9 – System Test Cycles

1.1.3.3.2. F10 – Integration Test Cycles

~~1.1.3.3.2.~~1.1.3.3.3. F11 – Payroll Parallel Test Cycles

1.1.3.4. Track 4 – Technical

1.1.3.4.1. T13 – Department Security Configuration

1.1.3.4.2. T14 – Release 5 Development

1.1.3.4.3. T15 – Release 6 Development

1.1.3.5. Track 5 – Organizational Change Management

1.1.3.5.1. O9 – End User Training Materials

1.1.3.5.2. O10 – End User Training Delivery Plan

1.1.3.6. Track 6 – Infrastructure

~~1.1.3.5.3.~~1.1.3.6.1. I6 Performance Test

1.1.4. Stage 4 – Deployment Interfaces

1.1.4.1. Track 1 – Project Management

1.1.4.1.1. P8 – Production Cutover Plan

1.1.4.1.2. P9 – Interfaces Deployment Go/No-Go Document

~~1.1.4.1.2.~~1.1.4.1.3. P10~~1~~ – DOE Deployment Go/No-Go Document

~~1.1.4.1.3.~~1.1.4.1.4. P11 – PCS Deployment Go/No-Go Document

1.1.4.2. Track 2 – Business Process

1.1.4.3. Track 3 – Functional

1.1.4.3.1. F12~~1~~ – Interfaces Deployment User and Regression Testing

~~1.1.4.3.1.~~1.1.4.3.2. F13~~2~~ – DOE Deployment User and Regression Testing

~~1.1.4.3.2.~~1.1.4.3.3. F14 – PCS Deployment Payroll Validation Testing

1.1.4.4. Track 4 – Technical

1.1.4.4.1. T16 – Interfaces Deployment Practice Cutover

1.1.4.4.2. T17 – Interfaces Go-Live Cutover

1.1.4.4.3. T18 Release 7 Development

1.1.4.4.4. T19 DOE Deployment

1.1.4.4.5. T20 Release 8 Development

~~1.1.4.4.2.~~1.1.4.4.6. T21 PCS Deployment

1.1.4.5. Track 5 – Organizational Change Management

1.1.4.5.1. O11 – Interfaces Deployment End User Training Delivery

~~1.1.4.5.1.~~1.1.4.5.2. O12 – DOE Deployment End User Training Delivery

~~1.1.4.5.2.~~1.1.4.5.3. O13 – PCS Deployment End User Training Delivery

1.1.4.6. Track 6 – Infrastructure

1.1.4.6.1. I7~~6~~ – Payroll Production Service Level

1.1.5. Stage 5 – Deployment DOE

1.1.5.1. Track 1 – Project Management

1.1.5.1.1. P12 Final Acceptance

1.1.5.2. Track 2 – Business Process

~~1.1.5.1.2.~~1.1.5.2.1. B6 Business Intelligence Plan

1.1.5.3. Track 3 – Functional

~~1.1.5.1.3.~~1.1.5.3.1. F15 Production Stabilization

~~1.1.5.2.~~1.1.5.4. Track 4 – Technical

~~1.1.5.3.~~1.1.5.5. Track 5 – Organizational Change Management

~~1.1.5.4.~~1.1.5.6. Track 6 – Infrastructure

1.2. Time and Attendance Phase

1.2.1. Stage 1 – Analysis

1.2.1.1. Track 1 – Project Management

1.2.1.1.1. P1 – Stage 1 Project Schedule

1.2.1.1.2. P2 – Project Management Plan

1.2.1.1.3. P3 – Project Scope Document

1.2.1.1.4. P4 – Stage 2-7 Project Schedule

1.2.1.2. Track 2 – Business Process

1.2.1.2.1. B1 – PeopleSoft Business Processes Review

1.2.1.2.2. B2 – Business Process Re-Engineering Plan

1.2.1.3. Track 3 – Functional

1.2.1.3.1. F1 – Requirements Analysis

1.2.1.3.2. F2 – Release 1 Fit/Gap Analysis

1.2.1.3.3. F3 – Release 2 Fit/Gap Analysis

1.2.1.3.4. F4 – Gap Resolution Document

1.2.1.4. Track 4 – Technical

1.2.1.4.1. T1 Release 1 Conversion

1.2.1.4.2. T2 Release 2 Integration

1.2.1.4.3. T3 – Reporting Plan

1.2.1.4.4. T4 – Integration Plan

1.2.1.4.5. T5 – Conversion Plan

1.2.1.4.6. T6 – Enhancement Plan

1.2.1.5. Track 5 – Organizational Change Management

1.2.1.5.1. O1 – Project Team Training Plan

1.2.1.5.2. O2 – Project Team Training

1.2.1.5.3. O3 – Communications Plan

1.2.1.5.4. O4 – Organizational Change Management Plan

1.2.1.5.5. O5 – Knowledge Transfer Plan

1.2.1.6. Track 6 – Infrastructure

1.2.1.6.1. I1 – Project Infrastructure Deployed

1.2.2. Stage 2 – Design & Build

1.2.2.1. Track 1 – Project Management

1.2.2.1.1. P5 – Test Plan

1.2.2.2. Track 2 – Business Process

1.2.2.2.1. B3 Draft "To Be" Processes

1.2.2.3. Track 3 – Functional

1.2.2.3.1. F5 – Initial System Design

1.2.2.3.2. F6 – Final System Design

1.2.2.3.3. F7 – Test Cases

1.2.2.4. Track 4 – Technical

1.2.2.4.1. T7 – Release 3 Development

1.2.2.4.2. T8 – Release 4 Development

1.2.2.4.3. T9 – Portal Configuration Plan

1.2.2.4.4. T10 – Portal Configuration

1.2.2.4.5. T11 – Application Security Plan

1.2.2.4.6. T12 – Standard Security Configuration

1.2.2.5. Track 5 – Organizational Change Management

1.2.2.5.1. O6 – Department Work Plans

1.2.2.5.2. O7 – Department Change Impact Analysis

1.2.2.5.3. O8 – End User Training Plan and Curriculum

1.2.2.6. Track 6 – Infrastructure

1.2.3. Stage 3 – Test

1.2.3.1. Track 1 – Project Management

1.2.3.1.1. P6 – Deployment Plan

1.2.3.1.2. P7 – Production Support Plan

1.2.3.2. Track 2 – Business Process

1.2.3.2.1. B4 – Final "To Be" Business Processes

1.2.3.2.2. B5 – Operations & Maintenance Plan

1.2.3.3. Track 3 – Functional

1.2.3.3.1. F8 – Test Scripts

1.2.3.3.2. F9 – System Test Cycles

1.2.3.3.3. F10 – Integration Test Cycles

1.2.3.4. Track 4 – Technical

1.2.3.4.1. T13 – Department Security Configuration

1.2.3.4.2. T14 – Release 5 Development

1.2.3.5. Track 5 – Organizational Change Management

1.2.3.5.1. O9 – End User Training Materials

1.2.3.5.2. O10 – End User Training Delivery Plan

1.2.3.6. Track 6 – Infrastructure

1.2.3.6.1. I2 – Production Infrastructure Deployed

~~1.2.3.6.1.~~1.2.3.6.2. I3 – Performance Test

1.2.4. Stage 4 – Deployment Wave 1

1.2.4.1. Track 1 – Project Management

1.2.4.1.1. P8 – Wave 1 Cutover Plan

1.2.4.1.2. P9 – Wave 1 Go/No-Go Document

1.2.4.2. Track 2 – Business Process

1.2.4.3. Track 3 – Functional

1.2.4.3.1. F11 – Wave 1 User Testing

1.2.4.3.2. F12 – Wave 1 Production Support

1.2.4.4. Track 4 – Technical

1.2.4.4.1. T15~~6~~ – Wave 1 Go-Live Cutover

~~1.2.4.4.1.~~1.2.4.4.2. T16~~5~~ – Release 6 Development

1.2.4.5. Track 5 – Organizational Change Management

1.2.4.5.1. O11 – Wave 1 End User Training Delivery

1.2.4.6. Track 6 – Infrastructure

1.2.4.6.1. I4 – Implement Production Service Level

1.2.5. Stage 5 – Deployment Wave 2

1.2.5.1. Track 1 – Project Management

1.2.5.1.1. P1~~1~~0 – Wave 2 Go/No-Go Document

1.2.5.2. Track 2 – Business Process

1.2.5.3. Track 3 – Functional

1.2.5.3.1. F13 – Wave 2 User Testing

1.2.5.3.2. F14 – Wave 2 Production Support

1.2.5.4. Track 4 – Technical

1.2.5.4.1. T17 – Wave 2 Go-Live Cutover

~~1.2.5.4.1.~~1.2.5.4.2. T18 Release 7 Development

1.2.5.5. Track 5 – Organizational Change Management

1.2.5.5.1. O12 – Wave 2 End User Training Delivery

1.2.5.6. Track 6 – Infrastructure

1.2.6. Stage 6 – Deployment Wave 3

1.2.6.1. Track 1 – Project Management

1.2.6.1.1. P1~~3~~1 – Wave 3 Go/No-Go Document

1.2.6.2. Track 2 – Business Process

1.2.6.3. Track 3 – Functional

1.2.6.3.1. F15 – Wave 3 User Testing

1.2.6.3.2. F16 – Wave 3 Production Support

1.2.6.4. Track 4 – Technical

1.2.6.4.1. T1~~8~~9 – Wave 3 Go-Live Cutover

~~1.2.6.4.1.~~1.2.6.4.2. T20 – Release 8 Development

1.2.6.5. Track 5 – Organizational Change Management

1.2.6.5.1. O13 – Wave 3 End User Training Delivery

1.2.6.6. Track 6 – Infrastructure

1.2.7. Stage 7 – Deployment Wave 4

1.2.7.1. Track 1 – Project Management

1.2.7.1.1. P12~~5~~ – Wave 4 Go/No-Go Document

1.2.7.1.2. P13~~6~~ – Final Acceptance

1.2.7.2. Track 2 – Business Process

1.2.7.3. Track 3 – Functional

1.2.7.3.1. F17 – Wave 4 User Testing

1.2.7.3.2. F18 – Wave 4 Production Support

1.2.7.4. Track 4 – Technical

1.2.7.4.1. T21~~19~~ – Wave 4 Go-Live Cutover

1.2.7.5. Track 5 – Organizational Change Management

1.2.7.5.1. O14 – Wave End User Training Delivery

1.2.7.6. Track 6 – Infrastructure

CherryRoad Methodology / RFP Deliverable Reconciliation

The State published a set of project deliverables in the RFP that closely align with the CherryRoad implementation methodology. For the purpose of demonstrating our experience in completing implementations of this magnitude and complexity, CherryRoad has developed our proposal based upon the CherryRoad methodology that has been tailored to meet the State's EPS implementation objectives. To demonstrate how closely the CherryRoad methodology aligns with the State's RFP, we have included the following reconciliation of the CherryRoad deliverables with the State RFP deliverables. For both the Payroll Process Phase and the Time and Attendance Phase CherryRoad has provided a deliverable reconciliation.

Payroll Process Phase Deliverable Reconciliation

The table below lists the seventy four (74) deliverables that CherryRoad will take the lead in completing during the Payroll Process Phase. The table includes the deliverable id, the implementation track, the project stage, and the corresponding deliverables listed in Section 3.0 of Appendix E-1, which the CherryRoad deliverable most closely aligns with. The deliverables are color coded to indicate their position in the WBS Diagram

#	ID	Deliverable Name	Track	Stage	Corresponding RFP Deliverable(s)
1	P1	Stage 1 Project Schedule	Proj. Mgmt.	Stage 1 – Analysis	• Project Schedule
2	P2	Project Management Plan	Proj. Mgmt.	Stage 1 – Analysis	• Project Management Plan
3	P3	Project Scope Document	Proj. Mgmt.	Stage 1 – Analysis	• EPS Implementation Strategy
4	P4	Stage 2–5~~7~~ Project Schedule	Proj. Mgmt.	Stage 1 – Analysis	• Project Schedule • EPS Implementation Strategy
5	P5	Test Plan	Proj. Mgmt.	Stage 2 – Design & Build	• Test Plans: Integration, Parallel, User Acceptance, Regression, Stress and Security
6	P6	Deployment Plan	Proj. Mgmt.	Stage 3 – Test	• Final Detailed Deployment Plan
7	P7	Production Support Plan	Proj. Mgmt.	Stage 3 – Test	• Production Support Plan
8	P8	Production Cutover Plan	Proj. Mgmt.	Stage 4 – Deployment	• Final Detailed Deployment Plan
9	P9	Interfaces Deployment Go/No-Go Document	Proj. Mgmt.	Stage 4 – Deployment	• Go/No-Go Meeting and Go/No-Go Documentation
~~10~~	~~P10~~	~~DOE Deployment Production Cutover Plan~~	~~Proj. Mgmt.~~	~~Stage 5 – Deployment DOE~~	~~6. Final Detailed Deployment Plan~~
10~~1~~	P10	DOE Deployment Go/No-Go Document	Proj. Mgmt.	Stage 4 – Deployment	• Go/No-Go Meeting and Go/No-Go Documentation
~~12~~	~~P12~~	~~PCS Deployment Production Cutover Plan~~	~~Proj. Mgmt.~~	~~Stage 6 – Deployment PCS~~	~~7. Final Detailed Deployment Plan~~

#	ID	Deliverable Name	Track	Stage	Corresponding RFP Deliverable(s)
11	P11	PCS Deployment Go/No-Go Document	Proj. Mgmt.	Stage 4 – Deployment	• Go/No-Go Meeting and Go/No-Go Documentation
12	P12	Final Acceptance	Proj. Mgmt.	Stage 5 – Production Support	• Final System Acceptance Documented
13	B1	PeopleSoft Business Processes Review	Bus. Process	Stage 1 – Analysis	
14	B2	Business Process Re-Engineering Plan	Bus. Process	Stage 1 – Analysis	• Business Process Re-engineering Plan
15	B3	Draft "To Be" Business Processes	Bus. Process	Stage 2 – Design & Build	
16	B4	Final "To Be" Business Processes	Bus. Process	Stage 3 – Test	
17	B5	Operations & Maintenance Plan	Bus. Process	Stage 3 – Test	
18	B6	B6 Business Intelligence Plan	Bus. Process	Stage 5 – Support	• Business Intelligence Plan
19	F1	Requirements Analysis	Functional	Stage 1 – Analysis	• Requirements Traceability Matrix
20	F2	Release 1 Fit/Gap Analysis	Functional	Stage 1 – Analysis	• Requirements Traceability Matrix
21	F3	Release 2 Fit/Gap Analysis	Functional	Stage 1 – Analysis	• Requirements Traceability Matrix
22	F4	Gap Resolution Document	Functional	Stage 1 – Analysis	
23	F5	Initial System Design	Functional	Stage 2 – Design & Build	• Initial System Design Document
24	F6	Test Cases	Functional	Stage 2 – Design & Build	• Test Scripts, Test Cases and Test Data
25	F7	Final System Design	Functional	Stage 2 – Design & Build	• Final System Design Document
26	F8	Test Scripts	Functional	Stage 2 – Design & Build	• Test Scripts, Test Cases and Test Data
27	F9	System Test Cycles	Functional	Stage 3 – Test	• Documented Successful Testing Results
28	F10	Integration Test Cycles	Functional	Stage 3 – Test	• Documented Successful Testing Results
29	F11	Payroll Parallel Test Cycles	Functional	Stage 3 – Test	• Documented Successful Testing Results
30	F12	Interface User and Regression Testing	Functional	Stage 4 – Deployment	• Documented Successful Testing Results
31	F13	DOE User and Regression Testing	Functional	Stage 4 – Deployment	• Documented Successful Testing Results
32	F14	PCS User and Regression Testing	Functional	Stage 4 – Deployment	• Documented Successful Testing Results
33	F15	Production Stabilization	Functional	Stage 7 – Production Support	
34	T1	Release 1 Development	Technical	Stage 1 – Analysis	
35	T2	Release 2 Development	Technical	Stage 1 – Analysis	
36	T3	Reporting Plan	Technical	Stage 1 – Analysis	

#	ID	Deliverable Name	Track	Stage	Corresponding RFP Deliverable(s)
37	T4	Integration Plan	Technical	Stage 1 – Analysis	• Data Governance Structure Plan
38	T5	Conversion Plan	Technical	Stage 1 – Analysis	• Data Conversion Strategy • Data Conversion Plan
39	T6	Enhancement Plan	Technical	Stage 1 – Analysis	
40	T7	Release 3 Development	Technical	Stage 2 – Design & Build	
41	T8	Release 4 Development	Technical	Stage 2 – Design & Build	
42	T9	Portal Configuration Plan	Technical	Stage 2 – Design & Build	
43	T10	Portal Configuration	Technical	Stage 2 – Design & Build	
44	T11	Application Security Plan	Technical	Stage 2 – Design & Build	• System Security Strategy • System Security Plan
45	T12	Standard Security Configuration	Technical	Stage 2 – Design & Build	• Role to Position Mapping
46	T13	Department Security Configuration	Technical	Stage 3 – Test	• Role to Position Mapping
47	T14	Release 5 Development	Technical	Stage 3 – Test	
48	T15	Release 6 Development	Technical	Stage 3 – Test	
49	T16	Interfaces Deployment Practice Cutover	Technical	Stage 4 – Deployment	
50	T17	Interfaces Deployment Go Live Cutover	Technical	Stage 4 – Deployment	• Successful Deployment Documented
51	T18	Release 7 Development	Technical	Stage 4 – Deployment	
52	T19	DOE Deployment	Technical	Stage 4 – Deployment	• Successful Deployment Documented
53	T20	Release 8 Development	Technical	Stage 4 – Deployment	
54	T21	PCS Deployment	Technical	Stage 4 – Deployment	• Successful Deployment Documented
55	O1	Project Team Training Plan	OCM	Stage 1 – Analysis	• Project Team Training Plan
56	O2	Project Team Training	OCM	Stage 1 – Analysis	• Project Team Training
57	O3	Communications Plan	OCM	Stage 1 – Analysis	• Communication Strategy • Communication Plan
58	O4	Organizational Change Management Plan	OCM	Stage 1 – Analysis	• Business Process Organizational Change Management Strategy • Business Process Organizational Change Management Plan
59	O5	Knowledge Transfer Plan	OCM	Stage 1 – Analysis	• Knowledge Transfer Strategy • Knowledge Transfer Plans
60	O6	Department Work Plans	OCM	Stage 2 – Design & Build	

#	ID	Deliverable Name	Track	Stage	Corresponding RFP Deliverable(s)
61	O7	Department Change Impact Analysis	OCM	Stage 2 – Design & Build	• Organizational Readiness Assessment
62	O8	End User Training Plan and Curriculum	OCM	Stage 2 – Design & Build	• End User Training Strategy • End User Training Plan • Training Curriculum Document
63	O9	End User Training Materials	OCM	Stage 3 – Test	• Enhanced Training Materials • Final Training Materials
64	O10	End User Training Delivery Plan	OCM	Stage 3 – Test	• End User Training Plan
65	O11	End User Training Delivery	OCM	Stage 4 – Deployment	• End User Training
66	O12	DOE End User Training Delivery	OCM	Stage 4 – Deployment	• End User Training
67	O13	PCS End User Training Delivery	OCM	Stage 4 – Deployment	• End User Training
68	I1	Project Infrastructure Deployed	Infrastructure	Stage 1 – Analysis	• Configured Environments
69	I2	Technical Architecture Plan	Infrastructure	Stage 1 – Analysis	• Technical Architecture Strategy • Data Loss Prevention Plan • PII Data Handling Plan • Data Loss Prevention Plan • External Requests Plan • System Landscape, Technical and Business Design Strategy
70	I3	Business Continuity Plan	Infrastructure	Stage 2 – Design & Build	• Business Continuity Strategy • Business Continuity Plan
71	I4	Production Infrastructure Deployed	Infrastructure	Stage 2 – Design & Build	
72	I5	DHRD Production Service Level	Infrastructure	Stage 2 – Design & Build	
73	I~~6~~5	Performance Test	Infrastructure	Stage 3 – Test	• Documented Successful Testing Results
74	I7~~6~~	Payroll Production Service Levels	Infrastructure	Stage 4 – Deployment	

Section 3.0 of Appendix E-1 listed 55 deliverables, which the State has asked to be included in the project. Currently the following five~~six~~ (~~6~~5) deliverables do not map directly to our proposed implementation methodology. Further discussions will be required to determine if and how these deliverables will be added into our implementation approach. For most of these items CherryRoad plans to complete project documentation. However, CherryRoad does not intend to submit the documentation as a project deliverable.

#	RFP Deliverable Description	In Scope	Comments
	Project Status Reports (including deliverable status reports, issues, risks, plan vs. actual status, etc.)	Yes	CherryRoad team members will complete status reports in accordance with the P2 Project Management Plan deliverable. Individual deliverables for status reports will not be submitted.
	~~Business Intelligence Plan~~	~~No~~	~~CherryRoad is not proposing a Business Intelligence implementation as part of this project, and therefore will not provide the resource required to develop a Business Intelligence Plan.~~
	Detailed Functional and Technical Specifications, including requirements documents, use cases, and logical, data flow diagrams, architecture documents and physical data models inclusive of forms, reports, interfaces, conversions, enhancements, and workflow (FRICEW)	Yes	Individual deliverables for specifications, requirements documents, use cases, data flow diagrams, architecture documents and physical data models inclusive of forms, reports, interfaces, conversions, enhancements, and workflow will not be submitted as deliverables. Rather, the corresponding documentation will be drafted in accordance with the planning deliverables.
	Technical Documentation (including technical and architectural specifications, etc.)	Yes	Individual deliverables for technical and architectural specifications will not be submitted as deliverables. Rather, the corresponding technical and architectural specification documentation will be drafted in accordance with the planning deliverables.
	System and User Documentation	Yes	Individual documents for system and user documentation will not be submitted as deliverables. Rather, the corresponding system and user documentation will be drafted in accordance with the planning deliverables, and will be incorporated into other project deliverables as required.
	Phase Closeout (to include System Tuning, Knowledge Transfer Assessment, Project Artifacts in Repository, Lessons Learned, Update Blueprint, Impact Assessment, and Transition Support to COE and Shared Services, M&O Services Staff	Yes	The documentation required to closeout the project phase will be defined by the Statement of Work. The information will be gathered and documented, however it will not be included in the schedule as a deliverable.

Time and Attendance Phase Deliverable Table

The table below lists the seventy six (76) deliverables that CherryRoad will take the lead in completing during the Time and Attendance Phase. The table includes the deliverable id, the implementation track, the project stage, and the corresponding deliverables listed in Section 3.0 of Appendix E-1, which the CherryRoad deliverable most closely aligns with.

#	ID	Deliverable Name	Track	Stage	Corresponding RFP Deliverable(s)
1	P1	Stage 1 Project Schedule	Proj. Mgmt.	Stage 1 – Analysis	• Project Schedule
2	P2	Project Management Plan	Proj. Mgmt.	Stage 1 – Analysis	• Project Management Plan
3	P3	Project Scope Document	Proj. Mgmt.	Stage 1 – Analysis	• EPS Implementation Strategy • System Landscape, Technical and Business Design Strategy
4	P4	Stage 2–7 Project Schedule	Proj. Mgmt.	Stage 1 – Analysis	• Project Schedule
5	P5	Test Plan	Proj. Mgmt.	Stage 2 – Design & Build	• Test Plans: Integration, Parallel, User Acceptance, Regression, Stress and Security
6	P6	Deployment Plan	Proj. Mgmt.	Stage 3 – Test	• Final Detailed Deployment Plan
7	P7	Production Support Plan	Proj. Mgmt.	Stage 3 – Test	• Production Support Plan
8	P8	Production Cutover Plan	Proj. Mgmt.	Stage 4 – Deployment Wave 1	• Final Detailed Deployment Plan
9	P9	Wave 1 Go/No-Go Document	Proj. Mgmt.	Stage 4 – Deployment Wave 1	• Go/No-Go Meeting and Go/No-Go Documentation
~~10~~	~~P10~~	~~Wave 2 Production Cutover Plan~~	~~Proj. Mgmt.~~	~~Stage 5 – Deployment Wave 2~~	~~8. Final Detailed Deployment Plan~~
10	P1~~0~~1	Wave 2 Go/No-Go Document	Proj. Mgmt.	Stage 5 – Deployment Wave 2	• Go/No-Go Meeting and Go/No-Go Documentation
~~12~~	~~P12~~	~~Wave 3 Production Cutover Plan~~	~~Proj. Mgmt.~~	~~Stage 6 – Deployment Wave 3~~	~~9. Final Detailed Deployment Plan~~
11	P1~~3~~1	Wave 3 Go/No-Go Document	Proj. Mgmt.	Stage 6 – Deployment Wave 3	• Go/No-Go Meeting and Go/No-Go Documentation
~~14~~	~~P14~~	~~Wave 4 Production Cutover Plan~~	~~Proj. Mgmt.~~	~~Stage 7 – Deployment Wave 4~~	~~10. Final Detailed Deployment Plan~~
12	P1~~5~~2	Wave 4 Go/No-Go Document	Proj. Mgmt.	Stage 7 – Deployment Wave 4	• Go/No-Go Meeting and Go/No-Go Documentation
13	P1~~6~~3	Final Acceptance	Proj. Mgmt.	Stage 7 – Deployment Wave 4	• Final System Acceptance Documented
14	B1	PeopleSoft Business Processes Review	Bus. Process	Stage 1 – Analysis	
15	B2	Business Process Re-Engineering Plan	Bus. Process	Stage 1 – Analysis	• Business Process Re-engineering Plan

#	ID	Deliverable Name	Track	Stage	Corresponding RFP Deliverable(s)
16	B3	Draft "To Be" Business Processes	Bus. Process	Stage 2 – Design & Build	
17	B4	Final "To Be" Business Processes	Bus. Process	Stage 3 – Test	
18	B5	Operations & Maintenance Plan	Bus. Process	Stage 3 – Test	
19	F1	Requirements Analysis	Functional	Stage 1 – Analysis	• Time & Attendance Data Collection Discovery • Requirements Traceability Matrix
20	F2	Release 1 Fit/Gap Analysis	Functional	Stage 1 – Analysis	• Requirements Traceability Matrix
21	F3	Release 2 Fit/Gap Analysis	Functional	Stage 1 – Analysis	• Requirements Traceability Matrix
22	F4	Gap Resolution Document	Functional	Stage 1 – Analysis	
23	F5	Initial System Design	Functional	Stage 2 – Design & Build	• Initial System Design Document
24	F6	Final System Design	Functional	Stage 2 – Design & Build	• Final System Design Document
25	F7	Test Cases	Functional	Stage 2 – Design & Build	• Test Scripts, Test Cases and Test Data
26	F8	Test Scripts	Functional	Stage 3 – Test	• Test Scripts, Test Cases and Test Data
27	F9	System Test Cycles	Functional	Stage 3 – Test	• Documented Successful Testing Results
28	F10	Integration Test Cycles	Functional	Stage 3 – Test	• Documented Successful Testing Results
29	F11	Wave 1 User Testing	Functional	Stage 4 – Deployment Wave 1	• Documented Successful Testing Results
30	F12	Wave 1 Production Support	Functional	Stage 4 – Deployment Wave 1	• Documented Successful Testing Results
31	F13	Wave 2 User Testing	Functional	Stage 5 – Deployment Wave 2	• Documented Successful Testing Results
33	F14	Wave 2 Production Support	Functional	Stage 5 – Deployment Wave 2	• Documented Successful Testing Results
33	F15	Wave 3 User Testing	Functional	Stage 6 – Deployment Wave 3	• Documented Successful Testing Results
34	F16	Wave 3 Production Support	Functional	Stage 6 – Deployment Wave 3	• Documented Successful Testing Results
35	F17	Wave 4 User Testing	Functional	Stage 7 – Deployment Wave 4	• Documented Successful Testing Results
36	F18	Wave 4 Production Support	Functional	Stage 7 – Deployment Wave 4	• Documented Successful Testing Results
37	T1	Release 1 Development	Technical	Stage 1 – Analysis	
38	T2	Release 2 Development	Technical	Stage 1 – Analysis	
39	T3	Reporting Plan	Technical	Stage 1 – Analysis	
40	T4	Integration Plan	Technical	Stage 1 – Analysis	• Data Governance Structure Plan
41	T5	Conversion Plan	Technical	Stage 1 – Analysis	• Data Conversion Strategy • Data Conversion Plan

#	ID	Deliverable Name	Track	Stage	Corresponding RFP Deliverable(s)
42	T6	Enhancement Plan	Technical	Stage 1 – Analysis	
43	T7	Release 3 Development	Technical	Stage 2 – Design & Build	
44	T8	Release 4 Development	Technical	Stage 2 – Design & Build	
45	T9	Portal Configuration Plan	Technical	Stage 2 – Design & Build	
46	T10	Portal Configuration	Technical	Stage 2 – Design & Build	
47	T11	Application Security Plan	Technical	Stage 2 – Design & Build	• System Security Strategy • System Security Plan
48	T12	Standard Security Configuration	Technical	Stage 2 – Design & Build	• Role to Position Mapping
49	T13	Department Security Configuration	Technical	Stage 3 – Test	• Role to Position Mapping
50	T14	Release 5 Development	Technical	Stage 3 – Test	
51	T156	Wave 1 Go Live Cutover	Technical	Stage 4 – Deployment Wave 1	• Successful Deployment Documented
52	T165	Release 6 Development	Technical	Stage 4 – Deployment Wave 1	
53	T17	Wave 2 Go Live Cutover	Technical	Stage 5 – Deployment Wave 2	• Successful Deployment Documented
54	T18	Release 7 Development	Technical	Stage 5 – Deployment Wave 2	
55	T198	Wave 3 Go Live Cutover	Technical	Stage 6 – Deployment Wave 3	• Successful Deployment Documented
56	T20	Release 8 Development	Technical	Stage 6 – Deployment Wave 3	
57	T2149	Wave 4 Go Live Cutover	Technical	Stage 7 – Deployment Wave 4	• Successful Deployment Documented
58	O1	Project Team Training Plan	OCM	Stage 1 – Analysis	• Project Team Training Plan
59	O2	Project Team Training	OCM	Stage 1 – Analysis	• Project Team Training
60	O3	Communications Plan	OCM	Stage 1 – Analysis	• Communication Strategy • Communication Plan
61	O4	Organizational Change Management Plan	OCM	Stage 1 – Analysis	• Business Process Organizational Change Management Strategy • Business Process Organizational Change Management Plan
62	O5	Knowledge Transfer Plan	OCM	Stage 1 – Analysis	• Knowledge Transfer Strategy • Knowledge Transfer Plans
63	O6	Department Work Plans	OCM	Stage 2 – Design & Build	
64	O7	Department Change Impact Analysis	OCM	Stage 2 – Design & Build	• Organizational Readiness Assessment
65	O8	End User Training Plan and Curriculum	OCM	Stage 2 – Design & Build	• End User Training Strategy • End User Training Plan

#	ID	Deliverable Name	Track	Stage	Corresponding RFP Deliverable(s)
					• Training Curriculum Document
66	O9	End User Training Materials	OCM	Stage 3 – Test	• Final Training Materials
67	O10	End User Training Delivery Plan	OCM	Stage 3 – Test	• End User Training Plan
68	O11	Wave 1 End User Training Delivery	OCM	Stage 4 – Deployment Wave 1	• End User Training
69	O12	Wave 2 End User Training Delivery	OCM	Stage 5 – Deployment Wave 2	• End User Training
70	O13	Wave 3 End User Training Delivery	OCM	Stage 6 – Deployment Wave 3	• End User Training
71	O14	Wave 4 End User Training Delivery	OCM	Stage 7 – Deployment Wave 4	• End User Training
72	I1	Project Infrastructure Deployed	Infrastructure	Stage 1 – Analysis	• Configured Environments
73	I2	Production Infrastructure Deployed	Infrastructure	Stage 3 – Test	
74	I3	Performance Test	Infrastructure	Stage 4 – Deployment Interfaces	• Documented Successful Testing Results
75	I4	Implement Production Service Levels	Infrastructure	Stage 4 – Deployment Interfaces	

Implementation Timeline

The Implementation Timeline included in this Detail Work Plan is consistent with RFP Attachment M Proposed Project Timeline and Considerations.

The key milestone dates for the Payroll Process Phase are as follows:

- Project start date – August 1, 2016
- DHRD Migration to Production Hosting – February 6, 2017
- Gross To Net Payroll Engine – May 1, 2017
- Interfaces Deployment, Go-Live – August 1, 2017
- DOE Deployment Go-Live – October 2, 2017
- PCS Deployment Go-Live – December 1, 2017
- Support Period – December 4, 2017 thru March 2, 2018
- Warranty Period – March 3, 2018 thru March 2, 2019

The key milestone dates for the Time and Attendance Phase are as follows:

- Project Start – April 2, 2018
- Wave 1 Go-Live – June 3, 2019
- Wave 2 Go-Live – September 2, 2019
- Wave 3 Go-Live – December 2, 2019
- Wave 4 Go-Live – March 2, 2019
- Production Support (Wave 4) – March 2, 2020 thru May 29, 2020
- Warranty Support Period – May 30, 2020 thru May 29, 2021

The pages that follow include deliverable Gantt charts for both the Payroll Process Phase and Time and Attendance Phase.

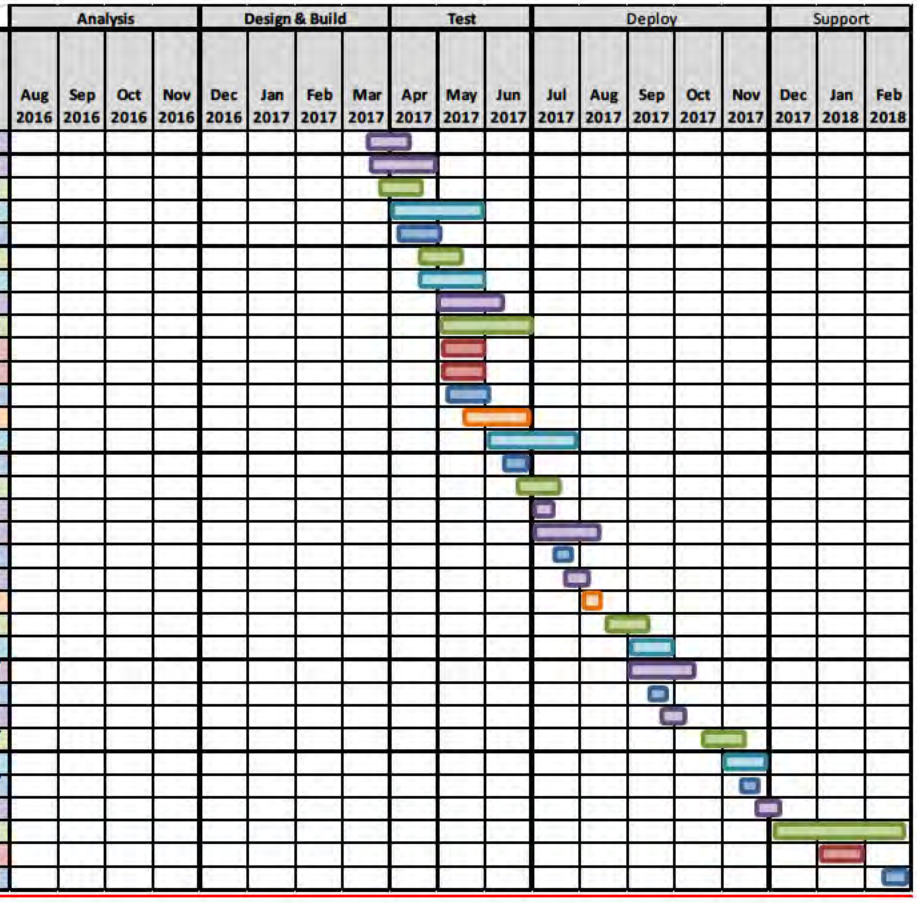
Payroll Process Phase Timeline

The following diagrams depict the Payroll Process Phase implementation schedule. The schedule includes the start and end date for each deliverable milestone in the Payroll Process Phase. The deliverables are color coded by implementation track. The first diagram includes the Stage 1 Analysis and Stage 2 Design and Build deliverables.

					Analysis				Design & Build				Test			Deploy					Support		
ID	Deliverable Name	Implementation Track	Start	End	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018
O01	Project Team Training Plan	Track 5 - OCM	8/1/16	8/12/16																			
P01	Stage 1 Project Schedule	Track 1 - Project Management	8/1/16	8/12/16																			
I01	Project Infrastructure Deployed	Track 6 - Infrastructure	8/1/16	8/26/16																			
P02	Project Management Plan	Track 1 - Project Management	8/1/16	8/26/16																			
O02	Project Team Training	Track 5 - OCM	8/15/16	8/26/16																			
F01	Requirements Analysis	Track 3 - Functional	9/5/16	9/16/16																			
B01	PeopleSoft Business Processes	Track 2 - Business Process	9/5/16	9/30/16																			
O03	Communications Plan	Track 5 - OCM	9/5/16	9/30/16																			
T01	Release 1 Development	Track 4 - Technical	9/5/16	9/30/16																			
O04	Organizational Change Management Plan	Track 5 - OCM	9/5/16	10/28/16																			
F02	Release 1 Fit/Gap Analysis	Track 3 - Functional	10/3/16	10/14/16																			
O05	Knowledge Transfer Plan	Track 5 - OCM	10/3/16	10/28/16																			
T02	Release 2 Development	Track 4 - Technical	10/3/16	11/4/16																			
I02	Technical Architecture Plan	Track 6 - Infrastructure	10/3/16	12/2/16																			
F03	Release 2 Fit/Gap Analysis	Track 3 - Functional	11/7/16	11/18/16																			
B02	Business Process Re-Engineering Plan	Track 2 - Business Process	11/7/16	12/2/16																			
F04	Gap Resolution Document	Track 3 - Functional	11/7/16	12/2/16																			
P03	Project Scope Document	Track 1 - Project Management	11/7/16	12/2/16																			
T03	Reporting Plan	Track 4 - Technical	11/7/16	12/2/16																			
T04	Integration Plan	Track 4 - Technical	11/7/16	12/2/16																			
T05	Conversion Plan	Track 4 - Technical	11/7/16	12/2/16																			
T06	Enhancement Plan	Track 4 - Technical	11/7/16	12/2/16																			
P04	Stage 2–5 Project Schedule	Track 1 - Project Management	11/21/16	12/2/16																			
T07	Release 3 Development	Track 4 - Technical	12/5/16	1/13/17																			
I03	Business Continuity Plan	Track 6 - Infrastructure	12/5/16	1/27/17																			
O06	Department Work Plans	Track 5 - OCM	12/5/16	1/27/17																			
T09	Portal Configuration Plan	Track 4 - Technical	12/19/16	1/13/17																			
T11	Application Security Plan	Track 4 - Technical	12/19/16	1/13/17																			
O07	Department Change Impact Analysis	Track 5 - OCM	1/2/17	2/24/17																			
F05	Initial System Design	Track 3 - Functional	1/16/17	1/27/17																			
T08	Release 4 Development	Track 4 - Technical	1/16/17	3/10/17																			
I04	Production Infrastructure Deployed	Track 6 - Infrastructure	1/23/17	2/3/17																			
P05	Test Plan	Track 1 - Project Management	1/30/17	2/24/17																			
O08	End User Training Plan and Curriculum	Track 5 - OCM	1/30/17	3/31/17																			
I05	DHRD Production Service Levels	Track 6 - Infrastructure	2/6/17	2/10/17																			
F06	Test Cases	Track 3 - Functional	2/13/17	2/24/17																			
T10	Portal Configuration	Track 4 - Technical	2/13/17	3/10/17																			
T12	Standard Security Configuration	Track 4 - Technical	2/13/17	3/10/17																			
F07	Final System Design	Track 3 - Functional	2/27/17	3/17/17																			
B03	Draft "To Be" Business Processes	Track 2 - Business Process	3/6/17	3/31/17																			
F08	Test Scripts	Track 3 - Functional	3/13/17	3/24/17																			

The second diagram includes the Stage 3 Test, Stage 4 Deployment , and Stage 5 Support deliverables.

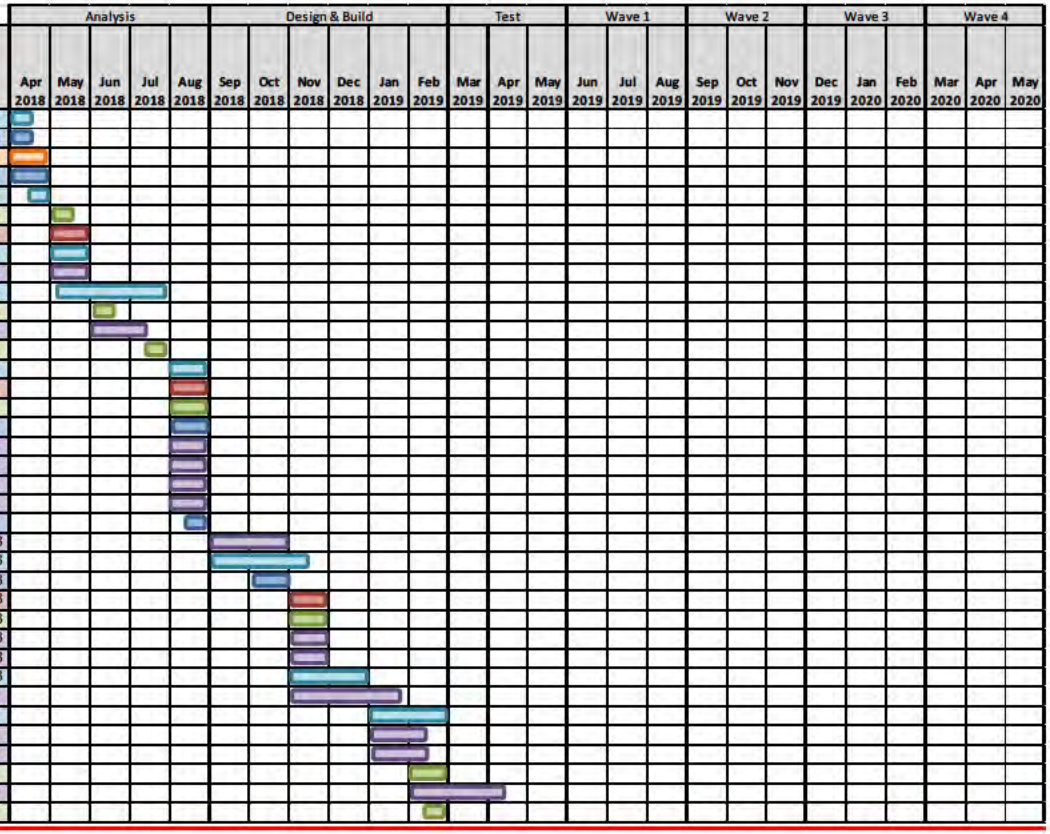
ID	Deliverable Name	Implementation Track	Start	End
T13	Department Security Configuration	Track 4 - Technical	3/13/17	4/14/17
T14	Release 5 Development	Track 4 - Technical	3/13/17	4/28/17
F09	System Test Cycles	Track 3 - Functional	3/27/17	4/14/17
O09	End User Training Materials	Track 5 - OCM	4/3/17	6/2/17
P06	Deployment Plan	Track 1 - Project Management	4/10/17	5/5/17
F10	Integration Test Cycles	Track 3 - Functional	4/17/17	5/12/17
O10	End User Training Delivery Plan	Track 5 - OCM	4/21/17	6/2/17
T15	Release 6 Development	Track 4 - Technical	5/1/17	6/16/17
F11	Payroll Parallel Test	Track 3 - Functional	5/1/17	6/30/17
B04	Final "To Be" Business Processes	Track 2 - Business Process	5/8/17	6/2/17
B05	Operations & Maintenance Plan	Track 2 - Business Process	5/8/17	6/2/17
P07	Production Support Plan	Track 1 - Project Management	5/8/17	6/2/17
06	Performance Test	Track 6 - Infrastructure	5/22/17	6/30/17
O11	End User Training Delivery	Track 5 - OCM	6/5/17	7/28/17
P08	Production Cutover Plan	Track 1 - Project Management	6/19/17	6/30/17
F12	Interfaces Deploy User & Regression Test	Track 3 - Functional	6/19/17	7/14/17
T16	Interfaces Deployment Practice Cutover	Track 4 - Technical	7/3/17	7/7/17
T18	Release 7 Development	Track 4 - Technical	7/3/17	8/18/17
P09	Interfaces Deployment Go/No-Go Document	Track 1 - Project Management	7/17/17	7/21/17
T17	Interfaces Deployment Go Live Cutover	Track 4 - Technical	7/24/17	8/4/17
07	Payroll Production Service Levels	Track 6 - Infrastructure	8/7/17	8/11/17
F13	DOE Deployment User & Regression Test	Track 3 - Functional	8/21/17	9/15/17
O12	DOE End User Training Delivery	Track 5 - OCM	9/4/17	9/29/17
T20	Release 8 Development	Track 4 - Technical	9/4/17	10/13/17
P10	DOE Deployment Go/No-Go Document	Track 1 - Project Management	9/18/17	9/22/17
T19	DOE Deployment Go Live Cutover	Track 4 - Technical	9/25/17	10/6/17
F14	PCS Deployment User & Regression Test	Track 3 - Functional	10/16/17	11/10/17
O13	PCS End User Training Delivery	Track 5 - OCM	11/6/17	12/1/17
P11	PCS Deployment Go/No-Go Document	Track 1 - Project Management	11/20/17	11/24/17
T21	PCS Deployment Go Live Cutover	Track 4 - Technical	11/27/17	12/8/17
F15	Production Stabilization	Track 3 - Functional	12/4/17	3/2/18
B06	Business Intelligence Plan	Track 2 - Business Process	1/1/18	1/26/18
P12	Final Acceptance	Track 1 - Project Management	2/19/18	3/2/18



Time and Attendance Phase Timeline

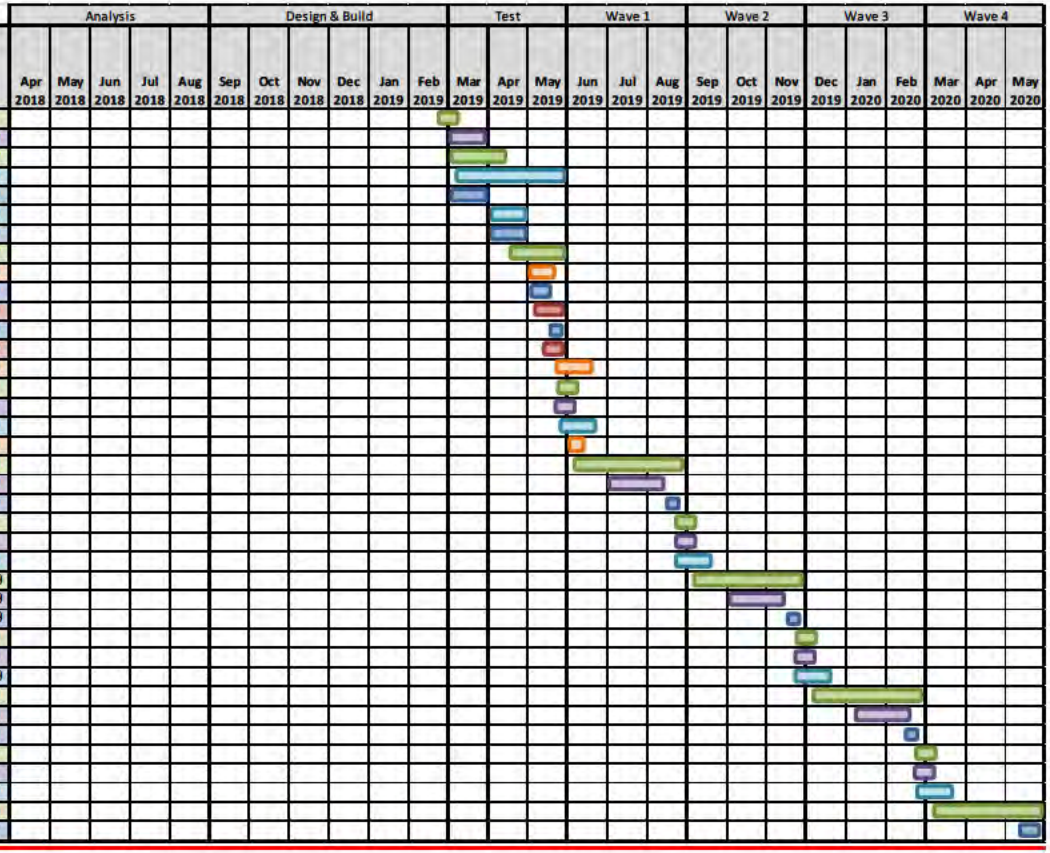
The following diagrams depict the Time and Attendance Phase implementation schedule. The schedule includes the start and end date for each deliverable milestone in the Time and Attendance Phase. The deliverables are color coded by implementation track. The first diagram includes the Stage 1 Analysis and Stage 2 Design and Build deliverables.

ID	Deliverable Name	Implementation Track	Start	End
O01	Project Team Training Plan	Track 5 - OCM	4/2/18	4/13/18
P01	Stage 1 Project Schedule	Track 1 - Project Management	4/2/18	4/13/18
I01	Project Infrastructure Deployed	Track 6 - Infrastructure	4/2/18	4/27/18
P02	Project Management Plan	Track 1 - Project Management	4/2/18	4/27/18
O02	Project Team Application Training	Track 5 - OCM	4/16/18	4/27/18
F01	Requirements Analysis	Track 3 - Functional	4/30/18	5/11/18
B01	PeopleSoft Business Processes	Track 2 - Business Process	4/30/18	5/25/18
O03	Communications Plan	Track 5 - OCM	4/30/18	5/25/18
T01	Release 1 Developmnet	Track 4 - Technical	4/30/18	6/1/18
O04	Organizational Change Management Plan	Track 5 - OCM	4/30/18	7/27/18
F02	Release 1 Fit/Gap Analysis	Track 3 - Functional	6/4/18	6/15/18
T02	Release 2 Development	Track 4 - Technical	6/4/18	7/13/18
F03	Release 2 Fit/Gap Analysis	Track 3 - Functional	7/16/18	7/27/18
O05	Knowledge Transfer Plan	Track 5 - OCM	7/30/18	8/31/18
B02	Business Process Re-Engineering Plan	Track 2 - Business Process	8/6/18	8/31/18
F04	Gap Resolution Document	Track 3 - Functional	8/6/18	8/31/18
P03	Project Scope Document	Track 1 - Project Management	8/6/18	8/31/18
T03	Reporting Plan	Track 4 - Technical	8/6/18	8/31/18
T04	Integration Plan	Track 4 - Technical	8/6/18	8/31/18
T05	Conversion Plan	Track 4 - Technical	8/6/18	8/31/18
T06	Enhancement Plan	Track 4 - Technical	8/6/18	8/31/18
P04	Stage 2–5 Project Schedule	Track 1 - Project Management	8/20/18	8/31/18
T07	Release 3 Development	Track 4 - Technical	9/3/18	10/26/18
O06	Department Work Plans	Track 5 - OCM	9/3/18	11/16/18
P05	Test Plan	Track 1 - Project Management	10/8/18	10/26/18
B03	Draft "To Be" Business Processes	Track 2 - Business Process	10/29/18	11/30/18
F05	Initial System Design	Track 3 - Functional	10/29/18	11/30/18
T09	Portal Configuration Plan	Track 4 - Technical	10/29/18	11/30/18
T11	Application Security Plan	Track 4 - Technical	10/29/18	11/30/18
O07	Department Change Impact Analysis	Track 5 - OCM	10/29/18	12/28/18
T08	Release 4 Development	Track 4 - Technical	10/29/18	1/25/19
O08	End User Training Plan and Curriculum	Track 5 - OCM	12/31/18	3/1/19
T10	Portal Configuration	Track 4 - Technical	1/7/19	2/15/19
T12	Standard Security Configuration	Track 4 - Technical	1/7/19	2/15/19
F06	Final System Design	Track 3 - Functional	2/4/19	3/1/19
T14	Release 5 Development	Track 4 - Technical	2/4/19	4/12/19
F07	Test Cases	Track 3 - Functional	2/18/19	3/1/19



The second diagram includes the Stage 3 Test, Stage 4 Deployment Wave 1, Stage 5 Deployment Wave 2, Stage 6 Deployment Wave 3, and Stage 7 Deployment Wave 4.

ID	Deliverable Name	Implementation Track	Start	End
F08	Test Scripts	Track 3 - Functional	2/25/19	3/8/19
T13	Department Security Configuration	Track 4 - Technical	3/4/19	3/29/19
F09	System Test Cycles	Track 3 - Functional	3/4/19	4/12/19
O09	End User Training Materials	Track 5 - OCM	3/4/19	5/31/19
P06	Deployment Plan	Track 1 - Project Management	3/11/19	3/29/19
O10	End User Training Delivery Plan	Track 5 - OCM	4/1/19	4/26/19
P07	Production Support Plan	Track 1 - Project Management	4/8/19	4/26/19
F10	Integration Test Cycles	Track 3 - Functional	4/15/19	5/31/19
I02	Production Infrastructure Deployed	Track 6 - Infrastructure	4/29/19	5/17/19
P08	Production Cutover Plan	Track 1 - Project Management	5/6/19	5/17/19
B04	Final "To Be" Business Processes	Track 2 - Business Process	5/6/19	5/31/19
P09	Wave 1 Go/No-Go Document	Track 1 - Project Management	5/20/19	5/24/19
B05	Operations & Maintenance Plan	Track 2 - Business Process	5/20/19	5/31/19
I03	Performance Test	Track 6 - Infrastructure	5/20/19	6/21/19
F11	Wave 1 User Testing	Track 3 - Functional	5/27/19	6/7/19
T15	Wave 1 Go-Live Cutover	Track 4 - Technical	5/27/19	6/7/19
O11	Wave 1 End User Training Delivery	Track 5 - OCM	5/27/19	6/21/19
I04	Implement Production Service Levels	Track 6 - Infrastructure	6/3/19	6/14/19
F12	Wave 1 Production Support	Track 3 - Functional	6/10/19	8/30/19
T16	Release 6 Development	Track 4 - Technical	7/1/19	8/23/19
P10	Wave 2 Go/No-Go Document	Track 1 - Project Management	8/19/19	8/23/19
F13	Wave 2 User Testing	Track 3 - Functional	8/26/19	9/6/19
T17	Wave 2 Go-Live Cutover	Track 4 - Technical	8/26/19	9/6/19
O12	Wave 2 End User Training Delivery	Track 5 - OCM	8/26/19	9/20/19
F14	Wave 2 Production Support	Track 3 - Functional	9/9/19	11/29/19
T18	Release 7 Development	Track 4 - Technical	10/7/19	11/22/19
P11	Wave 3 Go/No-Go Document	Track 1 - Project Management	11/18/19	11/22/19
F15	Wave 3 User Testing	Track 3 - Functional	11/25/19	12/6/19
T19	Wave 3 Go-Live Cutover	Track 4 - Technical	11/25/19	12/6/19
O13	Wave 3 End User Training Delivery	Track 5 - OCM	11/25/19	12/20/19
F16	Wave 3 Production Support	Track 3 - Functional	12/9/19	2/28/20
T20	Release 8 Development	Track 4 - Technical	1/6/20	2/14/20
P12	Wave 4 Go/No-Go Document	Track 1 - Project Management	2/17/20	2/21/20
F17	Wave 4 User Testing	Track 3 - Functional	2/24/20	3/6/20
T21	Wave 4 Go-Live Cutover	Track 4 - Technical	2/24/20	3/6/20
O14	Wave 4 End User Training Delivery	Track 5 - OCM	2/24/20	3/20/20
F18	Wave 4 Production Support	Track 3 - Functional	3/9/20	5/29/20
P13	Final Acceptance	Track 1 - Project Management	5/18/20	5/29/20

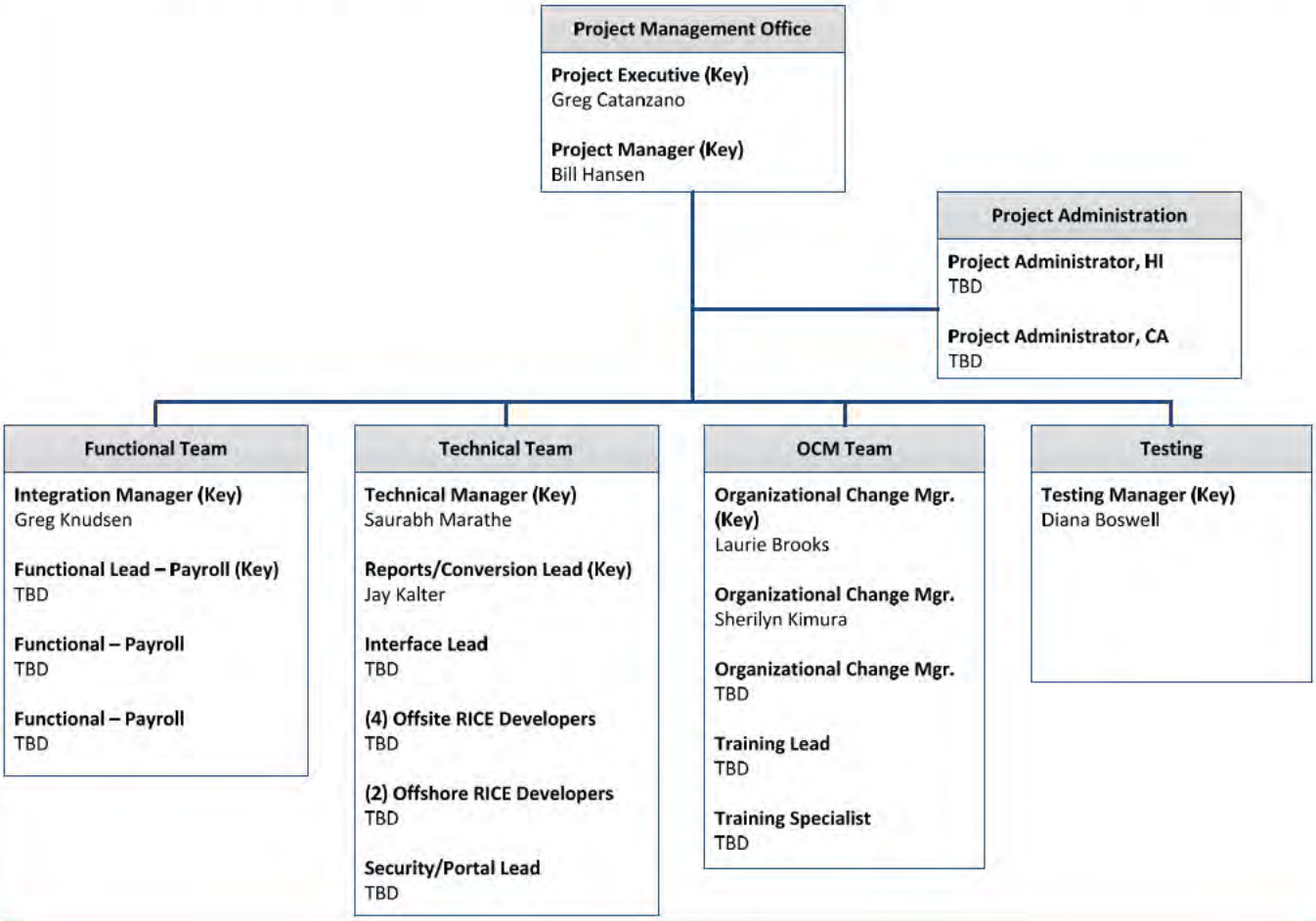


Implementation Staffing Plan

The Implementation Staffing plan includes a CherryRoad project organization chart depicting the project team reporting structure, and a staffing schedule listing resources hours by month for both the Payroll Process and Time and Attendance Phases.

Payroll Process Phase CherryRoad Project Team Organization Chart

The following organization chart depicts the CherryRoad project team reporting structure for the Payroll Process Phase.



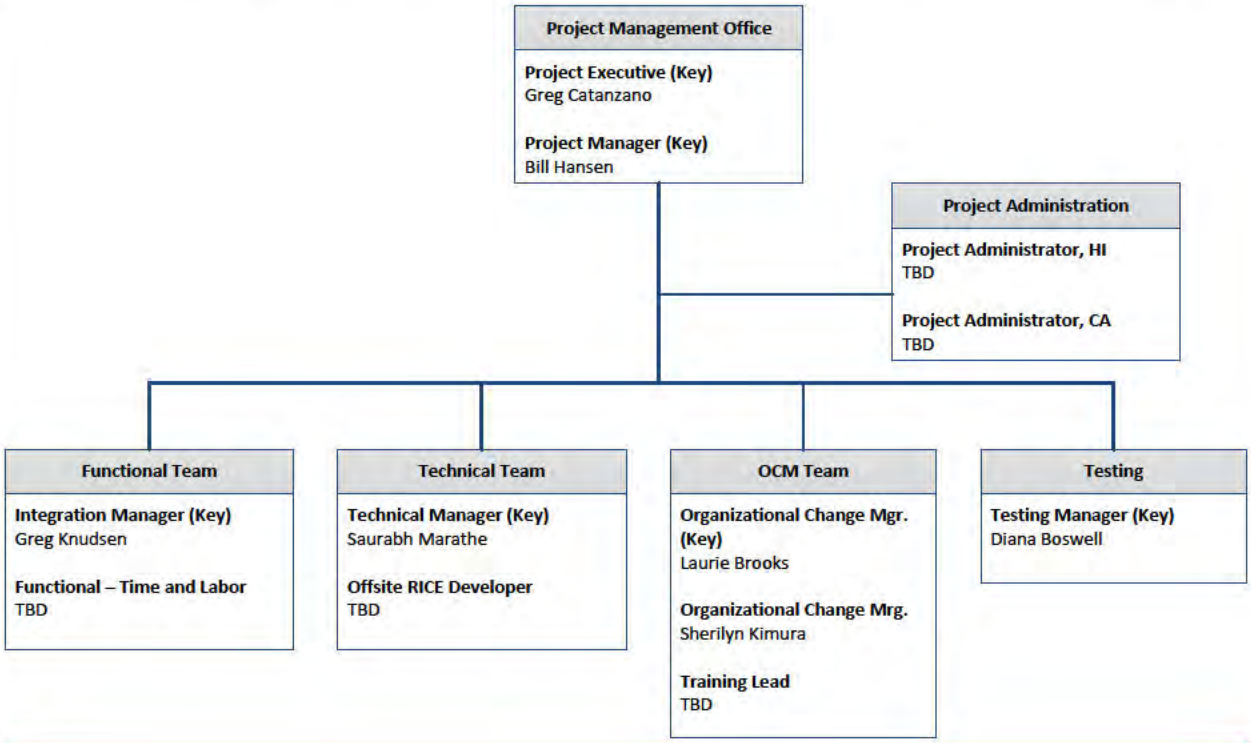
Payroll Process Phase CherryRoad Project Team Staffing Schedule

The table below includes the CherryRoad project team staffing hours per month for the Payroll Process Phase.

				1. Analysis				2. Design and Build				3. Test			4. Deployment					5. Support		
Position	Resource	Key	Hours	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18
Project Executive	Greg Catanzano	Yes	608	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32
Project Manager	Bill Hansen	Yes	3192	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
Integration Manager	Greg Knudsen	Yes	3192	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
Functional Lead - Payroll	Renee Passarello	Yes	3024		168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
Functional - Payroll	TBD	No	3024		168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
Functional - Payroll	TBD	No	2520		168	168	168	168	168	168	168	168	168	168	168	168	168	168	168			
Technical Manager	Saurabh Marathe	Yes	3192	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
Report/Convesion Lead	Jay Kalter	Yes	3024		168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
Interface Lead	TBD	No	3024		168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
Offsite RICE Developers	TBD	No	2520	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168				
Offsite RICE Developers	TBD	No	2352		168	168	168	168	168	168	168	168	168	168	168	168	168	168				
Offsite RICE Developers	TBD	No	2520					168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
Offsite RICE Developers	TBD	No	2352						168	168	168	168	168	168	168	168	168	168	168	168	168	168
Offshore RICE Developers	TBD	No	2184					168	168	168	168	168	168	168	168	168	168	168	168	168		
Offshore RICE Developers	TBD	No	1848						168	168	168	168	168	168	168	168	168	168	168			
Security/Portal	TBD	No	2352				168	168	168	168	168	168	168	168	168	168	168	168	168	168		
Sr. OCM Manager	Lauri Brooks	Yes	1512	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	
OCM Manager	Sherilyn Kimura	No	1512	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	
OCM Manager	TBD	No	2856		168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	
Training Lead	TBD	No	2352					168	168	168	168	168	168	168	168	168	168	168	168	168	168	
Training Specialist	TBD	No	1008											168	168	168	168	168	168			
Testing Manager	Diana Boswell	Yes	798				42	42	42	84	84	84	84	84	84	42	42	42	42			
Project Administrator (HI)	TBD	No	3192	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
Project Administrator (CA)	TBD	No	1596	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84	84
			55,754.00	1124	2300.00	2300	2510	3014	3350	3392	3392	3392	3392	3560	3560	3518	3518	3518	3182	2636	2300	1796

Time and Attendance Phase CherryRoad Project Team Organization Chart

The following organization chart depicts the CherryRoad project team reporting structure for the Time and Attendance Phase.



CherryRoad Deliverable ~~Costs and~~ Schedule

Payroll Process Phase Deliverable Schedule

The table below includes the ~~hours and~~ completion date for each deliverable.

ID	Deliverable Name	Implementation Track	Start	End
O01	Project Team Training Plan	Track 5 - OCM	8/1/16	8/12/16
P01	Stage 1 Project Schedule	Track 1 - Project Management	8/1/16	8/12/16
I01	Project Infrastructure Deployed	Track 6 - Infrastructure	8/1/16	8/26/16
P02	Project Management Plan	Track 1 - Project Management	8/1/16	8/26/16
O02	Project Team Training	Track 5 - OCM	8/15/16	8/26/16
F01	Requirements Analysis	Track 3 - Functional	9/5/16	9/16/16
B01	PeopleSoft Business Processes	Track 2 - Business Process	9/5/16	9/30/16
O03	Communications Plan	Track 5 - OCM	9/5/16	9/30/16
T01	Release 1 Development	Track 4 - Technical	9/5/16	9/30/16
O04	Organizational Change Management Plan	Track 5 - OCM	9/5/16	10/28/16
F02	Release 1 Fit/Gap Analysis	Track 3 - Functional	10/3/16	10/14/16
O05	Knowledge Transfer Plan	Track 5 - OCM	10/3/16	10/28/16
T02	Release 2 Development	Track 4 - Technical	10/3/16	11/4/16
I02	Technical Architecture Plan	Track 6 - Infrastructure	10/3/16	12/2/16
F03	Release 2 Fit/Gap Analysis	Track 3 - Functional	11/7/16	11/18/16
B02	Business Process Re-Engineering Plan	Track 2 - Business Process	11/7/16	12/2/16
F04	Gap Resolution Document	Track 3 - Functional	11/7/16	12/2/16
P03	Project Scope Document	Track 1 - Project Management	11/7/16	12/2/16
T03	Reporting Plan	Track 4 - Technical	11/7/16	12/2/16
T04	Integration Plan	Track 4 - Technical	11/7/16	12/2/16
T05	Conversion Plan	Track 4 - Technical	11/7/16	12/2/16
T06	Enhancement Plan	Track 4 - Technical	11/7/16	12/2/16
P04	Stage 2–5 Project Schedule	Track 1 - Project Management	11/21/16	12/2/16
T07	Release 3 Development	Track 4 - Technical	12/5/16	1/13/17
I03	Business Continuity Plan	Track 6 - Infrastructure	12/5/16	1/27/17
O06	Department Work Plans	Track 5 - OCM	12/5/16	1/27/17
T09	Portal Configuration Plan	Track 4 - Technical	12/19/16	1/13/17
T11	Application Security Plan	Track 4 - Technical	12/19/16	1/13/17
O07	Department Change Impact Analysis	Track 5 - OCM	1/2/17	2/24/17
F05	Initial System Design	Track 3 - Functional	1/16/17	1/27/17
T08	Release 4 Development	Track 4 - Technical	1/16/17	3/10/17
I04	Production Infrastructure Deployed	Track 6 - Infrastructure	1/23/17	2/3/17
P05	Test Plan	Track 1 - Project Management	1/30/17	2/24/17
O08	End User Training Plan and Curriculum	Track 5 - OCM	1/30/17	3/31/17

ID	Deliverable Name	Implementation Track	Start	End
I05	DHRD Production Service Levels	Track 6 - Infrastructure	2/6/17	2/10/17
F06	Test Cases	Track 3 - Functional	2/13/17	2/24/17
T10	Portal Configuration	Track 4 - Technical	2/13/17	3/10/17
T12	Standard Security Configuration	Track 4 - Technical	2/13/17	3/10/17
F07	Final System Design	Track 3 - Functional	2/27/17	3/17/17
B03	Draft "To Be" Business Processes	Track 2 - Business Process	3/6/17	3/31/17
F08	Test Scripts	Track 3 - Functional	3/13/17	3/24/17
T13	Department Security Configuration	Track 4 - Technical	3/13/17	4/14/17
T14	Release 5 Development	Track 4 - Technical	3/13/17	4/28/17
F09	System Test Cycles	Track 3 - Functional	3/27/17	4/14/17
O09	End User Training Materials	Track 5 - OCM	4/3/17	6/2/17
P06	Deployment Plan	Track 1 - Project Management	4/10/17	5/5/17
F10	Integration Test Cycles	Track 3 - Functional	4/17/17	5/12/17
O10	End User Training Delivery Plan	Track 5 - OCM	4/21/17	6/2/17
T15	Release 6 Development	Track 4 - Technical	5/1/17	6/16/17
F11	Payroll Parallel Test	Track 3 - Functional	5/1/17	6/30/17
B04	Final "To Be" Business Processes	Track 2 - Business Process	5/8/17	6/2/17
B05	Operations & Maintenance Plan	Track 2 - Business Process	5/8/17	6/2/17
P07	Production Support Plan	Track 1 - Project Management	5/8/17	6/2/17
I06	Performance Test	Track 6 - Infrastructure	5/22/17	6/30/17
O11	End User Training Delivery	Track 5 - OCM	6/5/17	7/28/17
P08	Production Cutover Plan	Track 1 - Project Management	6/19/17	6/30/17
F12	Interfaces Deploy User & Regression Test	Track 3 - Functional	6/19/17	7/14/17
T16	Interfaces Deployment Practice Cutover	Track 4 - Technical	7/3/17	7/7/17
T18	Release 7 Development	Track 4 - Technical	7/3/17	8/18/17
P09	Interfaces Deployment Go/No-Go Document	Track 1 - Project Management	7/17/17	7/21/17
T17	Interfaces Deployment Go Live Cutover	Track 4 - Technical	7/24/17	8/4/17
I07	Payroll Production Service Levels	Track 6 - Infrastructure	8/7/17	8/11/17
F13	DOE Deployment User & Regression Test	Track 3 - Functional	8/21/17	9/15/17
O12	DOE End User Training Delivery	Track 5 - OCM	9/4/17	9/29/17
T20	Release 8 Development	Track 4 - Technical	9/4/17	10/13/17
P10	DOE Deployment Go/No-Go Document	Track 1 - Project Management	9/18/17	9/22/17
T19	DOE Deployment Go Live Cutover	Track 4 - Technical	9/25/17	10/6/17
F14	PCS Deployment User & Regression Test	Track 3 - Functional	10/16/17	11/10/17
O13	PCS End User Training Delivery	Track 5 - OCM	11/6/17	12/1/17
P11	PCS Deployment Go/No-Go Document	Track 1 - Project Management	11/20/17	11/24/17
T21	PCS Deployment Go Live Cutover	Track 4 - Technical	11/27/17	12/8/17

ID	Deliverable Name	Implementation Track	Start	End
F15	Production Stabilization	Track 3 - Functional	12/4/17	3/2/18
B06	Business Intelligence Plan	Track 2 - Business Process	1/1/18	1/26/18
P12	Final Acceptance	Track 1 - Project Management	2/19/18	3/2/18

Time and Attendance Phase Deliverable Schedule

The table below includes the ~~hours and~~ completion date for each deliverable.

ID	Deliverable Name	Implementation Track	Start	End
O01	Project Team Training Plan	Track 5 - OCM	4/2/18	4/13/18
P01	Stage 1 Project Schedule	Track 1 - Project Management	4/2/18	4/13/18
I01	Project Infrastructure Deployed	Track 6 - Infrastructure	4/2/18	4/27/18
P02	Project Management Plan	Track 1 - Project Management	4/2/18	4/27/18
O02	Project Team Application Training	Track 5 - OCM	4/16/18	4/27/18
F01	Requirements Analysis	Track 3 - Functional	4/30/18	5/11/18
B01	PeopleSoft Business Processes	Track 2 - Business Process	4/30/18	5/25/18
O03	Communications Plan	Track 5 - OCM	4/30/18	5/25/18
T01	Release 1 ~~Developmnet~~Development	Track 4 - Technical	4/30/18	6/1/18
O04	Organizational Change Management Plan	Track 5 - OCM	4/30/18	7/27/18
F02	Release 1 Fit/Gap Analysis	Track 3 - Functional	6/4/18	6/15/18
T02	Release 2 Development	Track 4 - Technical	6/4/18	7/13/18
F03	Release 2 Fit/Gap Analysis	Track 3 - Functional	7/16/18	7/27/18
O05	Knowledge Transfer Plan	Track 5 - OCM	7/30/18	8/31/18
B02	Business Process Re-Engineering Plan	Track 2 - Business Process	8/6/18	8/31/18
F04	Gap Resolution Document	Track 3 - Functional	8/6/18	8/31/18
P03	Project Scope Document	Track 1 - Project Management	8/6/18	8/31/18
T03	Reporting Plan	Track 4 - Technical	8/6/18	8/31/18
T04	Integration Plan	Track 4 - Technical	8/6/18	8/31/18
T05	Conversion Plan	Track 4 - Technical	8/6/18	8/31/18
T06	Enhancement Plan	Track 4 - Technical	8/6/18	8/31/18
P04	Stage 2–5 Project Schedule	Track 1 - Project Management	8/20/18	8/31/18
T07	Release 3 Development	Track 4 - Technical	9/3/18	10/26/18
O06	Department Work Plans	Track 5 - OCM	9/3/18	11/16/18
P05	Test Plan	Track 1 - Project Management	10/8/18	10/26/18
B03	Draft "To Be" Business Processes	Track 2 - Business Process	10/29/18	11/30/18
F05	Initial System Design	Track 3 - Functional	10/29/18	11/30/18

ID	Deliverable Name	Implementation Track	Start	End
T09	Portal Configuration Plan	Track 4 - Technical	10/29/18	11/30/18
T11	Application Security Plan	Track 4 - Technical	10/29/18	11/30/18
O07	Department Change Impact Analysis	Track 5 - OCM	10/29/18	12/28/18
T08	Release 4 Development	Track 4 - Technical	10/29/18	1/25/19
O08	End User Training Plan and Curriculum	Track 5 - OCM	12/31/18	3/1/19
T10	Portal Configuration	Track 4 - Technical	1/7/19	2/15/19
T12	Standard Security Configuration	Track 4 - Technical	1/7/19	2/15/19
F06	Final System Design	Track 3 - Functional	2/4/19	3/1/19
T14	Release 5 Development	Track 4 - Technical	2/4/19	4/12/19
F07	Test Cases	Track 3 - Functional	2/18/19	3/1/19
F08	Test Scripts	Track 3 - Functional	2/25/19	3/8/19
T13	Department Security Configuration	Track 4 - Technical	3/4/19	3/29/19
F09	System Test Cycles	Track 3 - Functional	3/4/19	4/12/19
O09	End User Training Materials	Track 5 - OCM	3/4/19	5/31/19
P06	Deployment Plan	Track 1 - Project Management	3/11/19	3/29/19
O10	End User Training Delivery Plan	Track 5 - OCM	4/1/19	4/26/19
P07	Production Support Plan	Track 1 - Project Management	4/8/19	4/26/19
F10	Integration Test Cycles	Track 3 - Functional	4/15/19	5/31/19
I02	Production Infrastructure Deployed	Track 6 - Infrastructure	4/29/19	5/17/19
P08	Production Cutover Plan	Track 1 - Project Management	5/6/19	5/17/19
B04	Final "To Be" Business Processes	Track 2 - Business Process	5/6/19	5/31/19
P09	Wave 1 Go/No-Go Document	Track 1 - Project Management	5/20/19	5/24/19
B05	Operations & Maintenance Plan	Track 2 - Business Process	5/20/19	5/31/19
I03	Performance Test	Track 6 - Infrastructure	5/20/19	6/21/19
F11	Wave 1 User Testing	Track 3 - Functional	5/27/19	6/7/19
T15	Wave 1 Go-Live Cutover	Track 4 - Technical	5/27/19	6/7/19
O11	Wave 1 End User Training Delivery	Track 5 - OCM	5/27/19	6/21/19
I04	Implement Production Service Levels	Track 6 - Infrastructure	6/3/19	6/14/19
F12	Wave 1 Production Support	Track 3 - Functional	6/10/19	8/30/19
T16	Release 6 Development	Track 4 - Technical	7/1/19	8/23/19
P10	Wave 2 Go/No-Go Document	Track 1 - Project Management	8/19/19	8/23/19
F13	Wave 2 User Testing	Track 3 - Functional	8/26/19	9/6/19
T17	Wave 2 Go-Live Cutover	Track 4 - Technical	8/26/19	9/6/19
O12	Wave 2 End User Training Delivery	Track 5 - OCM	8/26/19	9/20/19
F14	Wave 2 Production Support	Track 3 - Functional	9/9/19	11/29/19
T18	Release 7 Development	Track 4 - Technical	10/7/19	11/22/19
P11	Wave 3 Go/No-Go Document	Track 1 - Project Management	11/18/19	11/22/19
F15	Wave 3 User Testing	Track 3 - Functional	11/25/19	12/6/19
T19	Wave 3 Go-Live Cutover	Track 4 - Technical	11/25/19	12/6/19
O13	Wave 3 End User Training Delivery	Track 5 - OCM	11/25/19	12/20/19
F16	Wave 3 Production Support	Track 3 - Functional	12/9/19	2/28/20

ID	Deliverable Name	Implementation Track	Start	End
T20	Release 8 Development	Track 4 - Technical	1/6/20	2/14/20
P12	Wave 4 Go/No-Go Document	Track 1 - Project Management	2/17/20	2/21/20
F17	Wave 4 User Testing	Track 3 - Functional	2/24/20	3/6/20
T21	Wave 4 Go-Live Cutover	Track 4 - Technical	2/24/20	3/6/20
O14	Wave 4 End User Training Delivery	Track 5 - OCM	2/24/20	3/20/20
F18	Wave 4 Production Support	Track 3 - Functional	3/9/20	5/29/20
P13	Final Acceptance	Track 1 - Project Management	5/18/20	5/29/20

Work Breakdown Structure Deliverable Definitions

There are a total of seventy four (74) deliverables included in the Payroll Process Phase Work Breakdown Structure. There are a total of seventy five (75) deliverables included in the Time and Attendance Phase Work Breakdown Structure. Using the Payroll Process Phase deliverables, this section organizes the seventy four (74) deliverables by Project Stage. For each deliverable, the following are described:

1. Deliverable Description
2. Deliverable Acceptance Criteria

Stage 1 – Analysis

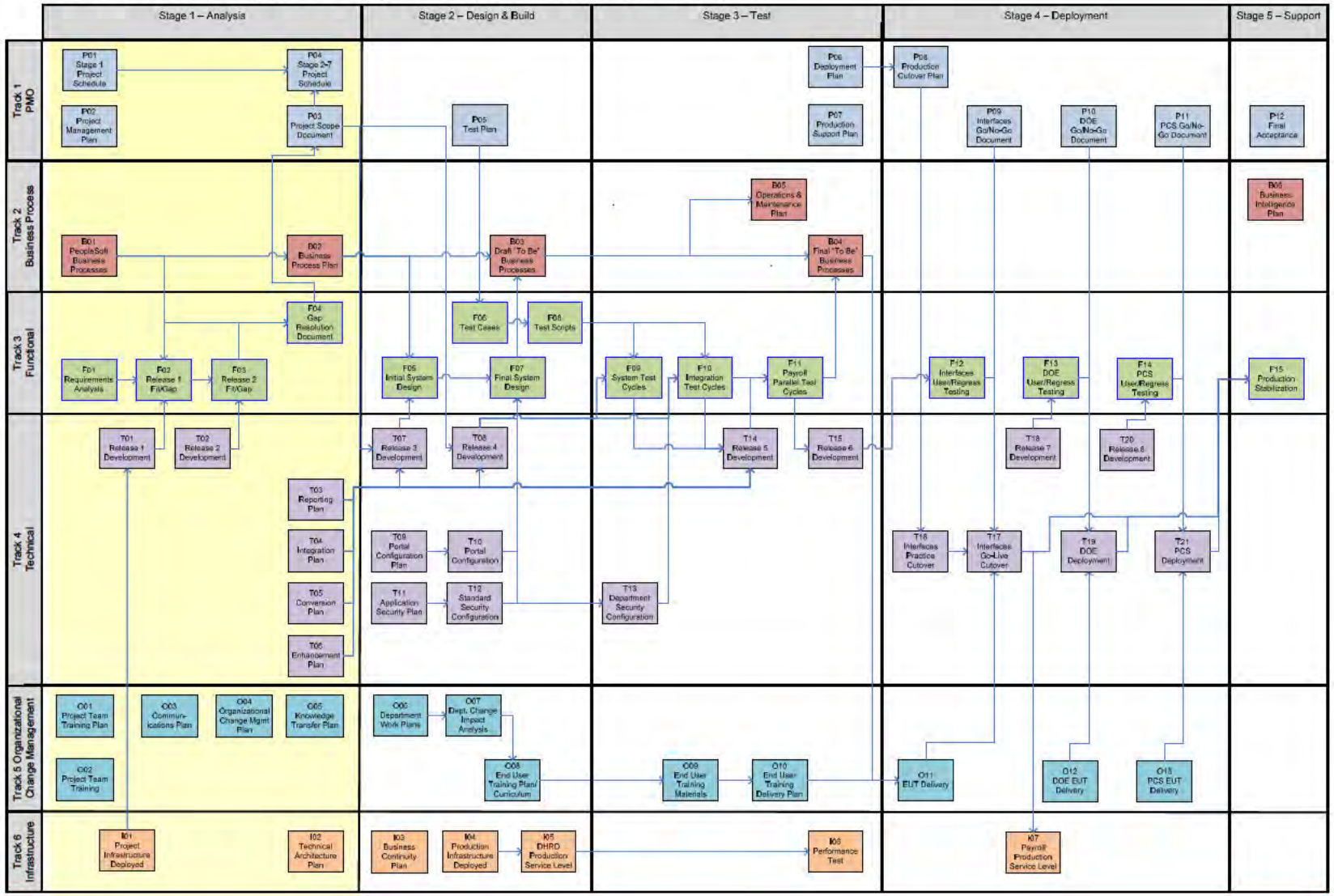
The first stage of the implementation methodology is Stage 1 – Analysis. Twenty three (23~~2~~) deliverables across the six (6) implementation tracks will be completed by the project team during Stage 1 – Analysis. The table below lists the Stage 1 – Analysis deliverables, the implementation track in which they reside, the schedules start and end date, and corresponding deliverables from the RFP.

On the pages that follow we have included a copy of the WBS diagram that highlights the Stage 1 - Analysis deliverables as well as individual deliverable definitions that provide detail descriptions of the deliverable acceptance criteria.

ID	Deliverable Name	Implementation Track	Start	End	Corresponding RFP Deliverable
P01	Stage 1 Project Schedule	Track 1 - Project Management	8/1/16	8/12/16	Project Schedule
P02	Project Management Plan	Track 1 - Project Management	8/1/16	8/26/16	Project Management Plan
P03	Project Scope Document	Track 1 - Project Management	11/7/16	12/2/16	EPS Implementation Strategy
P04	Stage 2–5 Project Schedule	Track 1 - Project Management	11/21/16	12/2/16	Project Schedule EPS Implementation Strategy
B01	PeopleSoft Business Processes	Track 2 - Business Process	9/5/16	9/30/16	
B02	Business Process Re-Engineering Plan	Track 2 - Business Process	11/7/16	12/2/16	Business Process Re-engineering Plan
F01	Requirements Analysis	Track 3 - Functional	9/5/16	9/16/16	Requirements Traceability Matrix
F02	Release 1 Fit/Gap Analysis	Track 3 - Functional	10/3/16	10/14/16	Requirements Traceability Matrix

ID	Deliverable Name	Implementation Track	Start	End	Corresponding RFP Deliverable
F03	Release 2 Fit/Gap Analysis	Track 3 - Functional	11/7/16	11/18/16	Requirements Traceability Matrix-
F04	Gap Resolution Document	Track 3 - Functional	11/7/16	12/2/16	
T01	Release 1 Development	Track 4 - Technical	9/5/16	9/30/16	
T02	Release 2 Development	Track 4 - Technical	10/3/16	11/4/16	
T03	Reporting Plan	Track 4 - Technical	11/7/16	12/2/16	
T04	Integration Plan	Track 4 - Technical	11/7/16	12/2/16	Data Governance Structure Plan
T05	Conversion Plan	Track 4 - Technical	11/7/16	12/2/16	Data Conversion Strategy Data Conversion Plan
T06	Enhancement Plan	Track 4 - Technical	11/7/16	12/2/16	
O01	Project Team Training Plan	Track 5 - OCM	8/1/16	8/12/16	Project Team Training Plan
O02	Project Team Training	Track 5 - OCM	8/15/16	8/26/16	Project Team Training
O03	Communications Plan	Track 5 - OCM	9/5/16	9/30/16	Communication Strategy Communication Plan
O04	Organizational Change Management Plan	Track 5 - OCM	9/5/16	10/28/16	Business Process Organizational Change Management Strategy Business Process Organizational Change Management Plan
O05	Knowledge Transfer Plan	Track 5 - OCM	10/3/16	10/28/16	Knowledge Transfer Strategy Knowledge Transfer Plans
I01	Project Infrastructure Deployed	Track 6 - Infrastructure	8/1/16	8/26/16	-Configured Environments
I02	Technical Architecture Plan	Track 6 - Infrastructure	10/3/16	12/2/16	Technical Architecture Strategy Data Loss Prevention Plan PII Data Handling Plan Data Loss Prevention Plan External Requests Plan System Landscape, Technical and Business Design Strategy

State of Hawaii EPS Project WBS Diagram – Payroll Phase, Stage 1 - Analysis



P1 Stage 1 Project Schedule Deliverable Definition

At the start of the project, the Stage 1 Project Schedule is established. The project schedule will include the detail tasks, dates and resources through the completion of Stage 1 Analysis. Summary tasks and dates will be included for Stages 2 – 5. A baseline will be established to allow task status reporting of planned versus actual.

Acceptance Criteria:

The Stage 1 Project Schedule is developed in Microsoft Project, and will include the following data elements for each project task:

1. Description
2. Duration
3. % Complete
4. Start Date
5. End Date
6. Assigned Resource(s)
7. Baseline Start Date
8. Baseline End Date

The Stage 1 Project Schedule is a living document that will be regularly maintained in accordance with the P2 Project Management Plan deliverable.

P2 Project Management Plan Deliverable Definition

The P2 Project Management Plan deliverable will be a collaboratively created document representing the standard tasks and activities required of the project team to work effectively and efficiently.

Acceptance Criteria:

The P2 Project Management Plan deliverable contains the following 10 subordinate management plans and processes.

1. Scope management
2. Schedule management
3. Budget management
4. Human resource management
5. Risk management
6. Issues management
7. Action item and decision management
8. Quality management
9. Communications management
10. Document management

P3 Project Scope Document Deliverable Definition

A P3 Project Scope Document deliverable is completed for each project phase. The deliverable is an MS Word document that lists the application features and technical development that will be included in that phase of the project. The P3 Project Scope Document deliverable is completed following the State's approval of the F4 Gap Resolution Document. The deliverable is a predecessor to the P4 Stage 2 – 5 Project Schedule.

Acceptance Criteria:

The P3 Project Scope Document will list each of the PeopleSoft application functions, RICE (Reports, Integrations, Conversions, and Enhancements) objects, and technical configuration such as Portal and Security that will be implemented during that project phase. The deliverable will categorize the scope of work as follows:

1. PeopleSoft Application Functions
2. Data Conversions
3. Integrations
4. Enhancements
5. Reports
6. Portal
7. Security

For each category, the P3 Project Scope Document will list the specific requirements that will be implemented in that project phase. The P3 Project Scope Document will also list any known application functionality or RICE objects being deferred to a later phase.

P4 Stage 2–5 Project Schedule Deliverable Definition

Following the completion of the P3 Project Scope Document, the project schedule will be updated to include the detail tasks, dates, and resources through the completion of Stages 2 – 5. A baseline will be established to allow task status reporting of planned versus actual.

Acceptance Criteria:

The Stage 2 – 5 Project Schedule is developed in Microsoft Project, and will include the following data elements for each project task:

1. Description
2. Duration
3. % Complete
4. Start Date
5. End Date
6. Assigned Resource(s)
7. Baseline Start Date
8. Baseline End Date

The Stage 2–~~7~~5 Project Schedule is a living document that will be regularly maintained in accordance with the P2 Project Management Plan deliverable.

B1 Review PeopleSoft Business Processes Deliverable Definition

In preparation for the F2 Release 1 Fit/Gap Analysis, CherryRoad and State team members will perform a joint review of the delivered PeopleSoft HCM 9.2 business processes. The PeopleSoft business processes are cross-functional flow diagrams that will serve as the starting point for the State's business process design.

Acceptance Criteria:

The B1 Review PeopleSoft Business Processes deliverable will include a list of the PeopleSoft delivered business processes that are applicable to the Payroll Process Phase. The deliverable is complete after the documents have been reviewed with the CherryRoad and State project team members, and the status documented as "Complete" in the deliverable and P1 Project Schedule.

B2 Business Process Re-engineering Plan Deliverable Definition

The B2 Business Process Re-engineering Plan will describe in detail the tasks that will be performed to finalize the State's future state "To Be" business processes. The deliverable will describe the scope of business processes to be analyzed, the method by which these business processes will be designed, the process for approving changes to the State's business processes, and the method for communicating business process changes to the State's impacted stakeholders.

Acceptance Criteria:

The B2 Business Process Re-engineering Plan is an MS Word document that will define the components of the business process re-engineering effort including the following:

1. BPR Deliverable Definitions
2. BPR Scope of Business Processes
3. BPR Resource Roles and Responsibilities
4. BPR Tasks and Timeline

The tasks and timing of the B2 Business Process Re-engineering plan will be incorporated into the overall project schedule. The dates, durations, and resources assigned to those tasks will be adjusted accordingly over the duration of the Payroll Process Phase.

F1 Requirements Analysis Deliverable Definition

The project team will conduct a joint review of the State functional requirements that CherryRoad will have previously submitted through in the RFP response. The purpose of the review will be to prepare for the Release 1 and Release 2 Fit/Gap Analysis work sessions by identifying the State requirements that will be reviewed with each release. The CherryRoad team members will produce a configuration options checklist to identify the key configuration values by functional area that will be used for the Release 1 and Release 2 Configuration & Fit/Gap Analysis work sessions.

Acceptance Criteria:

The F1 Requirements Analysis deliverable will include the following:

1. A requirements checklist confirming that each State requirement has been reviewed
2. A description of the F2 Release 1 Fit/Gap Analysis deliverable scope including the State requirements that will be examined and the configuration values that will be included in Release 1
3. A description of the F3 Release 2 Fit/Gap Analysis deliverable scope including the State requirements that will be demonstrated, the module integration that will be established, and the configuration values that will be included in Release 2.

F2 Release 1 Fit/Gap Analysis Deliverable Definition

For the set of State requirements identified as Release 1 during the F1 Requirement Analysis deliverable, the project team will configure the corresponding Oracle application functionality to analyze the delivered product functions. This configuration will be the Release 1 configuration. Release 1 configuration will be used by the project team to conduct the Release 1 Fit/Gap Analysis work sessions. Release 1 will also include the converted data completed as part of the T1 Release 1 Development. Using the Release 1 configuration and data conversion, the project team will focus the Release 1 Fit/Gap Analysis work sessions on the individual application module functionality that corresponds with the State requirements identified in the F1 Requirements Analysis. The Release 1 Fit/Gap Analysis work sessions will not focus on the end–to–end application functionality, as that functionality will be examined during the Release 2 Fit/Gap Analysis work sessions.

Acceptance Criteria:

The project team will complete the Release 1 application configuration as described in the F1 Requirements Analysis deliverable. Prior to conducting the Release 1 Fit/Gap Analysis work sessions, the project management team will designate the schedule, agenda, and attendees for each session. During the sessions, the project team will analyze the application software by processing those State requirements defined by the F1 Requirements Analysis deliverable using the Release 1 Configuration.

Following the Release 1 Fit/Gap Analysis work sessions, the project team will produce the following documentation:

1. Updated Requirements List
2. Gap List by Functional Area
3. Updated Issues List
4. Updated Decisions Log
5. Updated Interface List
6. Updated Conversion List

F3 Release 2 Fit/Gap Analysis Deliverable Definition

For the set of State requirements identified as Release 2 during the F1 Requirement Analysis deliverable, the project team will configure the corresponding Oracle application functionality to analyze the delivered product functions. This configuration will be the Release 2 configuration. The Release 2 configuration will be used by the project team to conduct the Release 2 Fit/Gap Analysis work sessions.

Release 2 will also include the converted data completed as part of the T1 Release 1 Development and the application integration completed as part of the T2 Release 2 Development. Using the Release 2 configuration and integration, the project team will focus the Release 2 Fit/Gap Analysis work sessions on the end–to–end application functionality that corresponds with the State requirements identified in the F1 Requirements Analysis.

Acceptance Criteria:

The project team will complete the Release 2 application configuration as described in the F1 Requirements Analysis deliverable. Prior to conducting the Release 2 Fit/Gap Analysis work sessions, the project management team will designate the schedule, agenda, and attendees for each session. During the sessions, the project team will analyze the application software by processing those State requirements defined by the F1 Requirements Analysis deliverable using the Release 2 Configuration.

Following the Release 2 Fit/Gap Analysis work sessions, the project team will produce the following documentation:

1. Updated Requirements List
2. Gap List by Functional Area
3. Updated Issues List
4. Updated Decisions Log
5. Updated Interface List
6. Updated Conversion List

At the conclusion of the F3 Release 2 Configuration and Fit/Gap Analysis work sessions, CherryRoad will load the updated requirements list into the Implementation Tracker for the purposes of tracking requirements traceability.

F4 Gap Resolution Document Deliverable Definition

Following the Release 1 and Release 2 Fit/Gap Analysis work sessions, the project team will produce a gap list by functional area. The project team will produce an F4 Gap Resolution Document. For each gap, the project team will present a recommendation and possible alternative options to resolve the gap. Gap resolutions may include, but are not limited to, business process change, configuration change, or software development (enhancements, reports, interfaces, etc.).

Acceptance Criteria:

This deliverable is prepared following the F2 Release 1 Fit/Gap Analysis and F3 Release 2 Fit/Gap Analysis work sessions. The deliverable is considered complete when each of the State gaps has been documented in the Implementation Tracker. The deliverable will include the following information for each of the gaps:

1. State requirement
2. Gap description and clarifying comments
3. A priority rating and general magnitude of the gap
4. The gap resolution options
5. The gap resolution recommendation

6. The estimate of mitigating the gap (functional, technical, testing, change management, training)

T1 Release 1 Development Deliverable Definition

During the F1 Requirements Analysis the project team will determine the scope of data conversions to be included in the F2 Release 1 Fit/Gap Analysis work sessions. The CherryRoad technical lead will provide template data extract files for the State to provide a subset of data to populate the Release 1 configuration. The CherryRoad technical team will utilize the CherryRoad Conversion Center tool to convert the State legacy data into the Release 1 environment. The T1 Release 1 Development deliverable includes unit testing of the designated Release 1 conversions, and is a predecessor to the F2 Release 1 Fit/Gap Analysis deliverable.

Acceptance Criteria:

The T1 Release 1 Development effort will include the following steps for each of the Release 1 conversion programs:

1. Legacy data extract templates will be provided to the State technical team
2. Prerequisite steps for the T1 Release 1 conversions will be completed
3. Legacy data files will be collected from the State technical team
4. Conversion Tracker delivered conversion programs will load the legacy data
5. Legacy data is validated in the PeopleSoft system

Each T1 Release 1 conversion program will be developed and unit tested prior to loading the converted data into the Release 1 configuration environment. The final T1 Release 1 Development deliverable will list the Release 1 conversions and the unit test results.

T2 Release 2 Development Deliverable Definition

During the F1 Requirements Analysis the project team will determine the scope of application integration to be included in the F3 Release 2 Configuration and Fit/Gap Analysis work sessions. The CherryRoad technical team will configure the portal and Oracle integration technologies to ensure the end–to–end process can be run and populate the Release 2 configuration. The T2 Release 2 Development~~Integration~~ deliverable includes unit testing of the designated Release 2 integrations, and is a predecessor to the F3 Release 2 Fit/Gap Analysis deliverable.

Acceptance Criteria:

The T2 Release 2 Development effort will include the following steps for each of the Release 2 integrations:

1. Prerequisite steps for the T2 Release 2 integrations will be completed
2. T2 Release 2 integrations will be processed to success
3. T2 Release 2 integration test results will be validated

The final T2 Release 2 Development deliverable will list the Release 2 integrations and the unit test results.

T3 Reporting Plan Deliverable Definition

The T~~1~~3 Reporting Plan will describe in detail the tasks that will be performed to handle the State's Reporting requirements. The deliverable will describe the overall plan on how the reports will be deployed, the security around reporting, and the testing of reports.

Acceptance Criteria:

The T3 Reporting Plan will be an MS Word document that outlines a detailed plan to handle reporting during the State implementation. The document will address plans for:

1. List and description of all identified and approved reports for development
2. Categorization of reports based on technology that will be used for development; BI Publisher, nVision, Pivot grid, etc.
3. Categorization of reports based on where it will be deployed; Interaction Hub home page, Report manager, etc.
4. Prioritization for development of identified reports.
5. Timelines for reports testing

T4 Integration Plan Deliverable Definition

The T4 Integration Plan will outline and describe in detail the tasks that will be performed to handle the State's Integration requirements. The deliverable will describe the overall plan on how the integrations will be deployed, the security around integration, and the testing of integrations with department and third party systems.

Acceptance Criteria:

The T4 Integration Plan will be an MS Word document that outlines a detailed plan to handle integrations during the State implementation. The document will address plans for:

1. List and description of all known interfaces including development priorities
2. Designing standard layouts and sharing those with departments
3. Security in web services and file transfers
4. Use of environments and release cycles integrations
5. Timelines for integration testing
6. Integration design around acknowledgement file, logging outputs and all or none transaction processing
7. Strategy for error handling

T5 Conversion Plan Deliverable Definition

The T5 Conversion Plan will outline and describe in detail the tasks that will be performed to handle the State's conversion requirements. The deliverable will describe how conversions for different data sets will be handled, how the testing will be performed and also define any dependency between the data cleansing effort and the related conversions.

Acceptance Criteria:

The T5 Conversion Plan will be an MS Word document that outlines a detailed plan to handle data conversion for the State Project. The document will address:

1. List and description of all known conversions
2. Description of Conversion Center methodology
3. Creation and maintenance of data crosswalks and transformation
4. Dependency between conversion and data cleansing activities
5. Conversion testing
6. Conversion exit criteria
7. Data cleansing approach

T6 Enhancement Plan Deliverable Definition

The T6 Enhancement Plan will outline and describe in detail the tasks that will be performed to handle the State's enhancement and customization requirements. The deliverable will describe how enhancements will be designed and developed, how enhancements will be secured, and how the testing will be performed.

Acceptance Criteria:

The T6 Enhancement Plan will be an MS Word document that outlines a detailed plan to handle enhancements and customizations during the State implementation. The document will address plans for:

1. List and description of all identified and approved enhancements and customizations
2. Prioritization of development items based on criticality, impact and development duration
3. Use of environments and migration strategy to be followed for development, testing and debugging
4. Change control mechanism to be followed to maintain the integrity of developed and tested enhancements and customizations
5. Identification of roles and responsibilities for unit testing and approval of developed objects

O1 Project Team Training Plan Deliverable Definition

The O1 Project Team Training Plan documents the PeopleSoft Functional and Technical training for project team members. The deliverable is completed at the start of the project to expedite the scheduling of product training.

Acceptance Criteria:

The O1 Project Team Training Plan deliverable will include the following:

1. PeopleSoft functional application training classes
2. PeopleSoft technical training classes
3. State Project Team training attendees
4. Project Team training class schedule and locations.
5. Project Team training assumptions and dependencies

O2 Project Team Training Deliverable Definition

State project team members and will attend the planed PeopleSoft product training at the start of the Analysis stage of the project as defined by the O1 Project Team Training Plan. The training should include both application and technical tools training in order to prepare the State staff to participate in Release 1 and Release 2 Fit/Gap Analysis work sessions.

Acceptance Criteria:

The O2 Project Team Training deliverable is complete when State project team members have participated in and completed the Oracle product training as defined by the O1 Project Team Training Plan deliverable.

O3 Communications Plan Deliverable Definition

The goal of the O3 Communications Plan is to provide stakeholder groups with information that will expand their awareness of the project, increase their level of understanding, and help them begin the internal change process that will be required of all State system users and stakeholders during project. The O3 Communications Plan will identify the key communications scheduled throughout the project. The Communications Plan will be adjusted and expanded as additional communication needs are identified.

Acceptance Criteria:

The O3 Communications Plan will be created and will establish the communication audiences, vehicles, and approval process. The plan will define the scheduled one–way and two–way communications and will minimally include the following key variables associated with each form of communication:

1. Activity
2. Target Audience
3. Objective
4. Key Inputs
5. Key Outputs
6. Key Messages
7. Development Owner
8. Delivery Owner
9. Transmittal Option(s)
10. Frequency

O4 Organizational Change Management Plan Deliverable Definition

The purpose of this O4 Organizational Change Management Plan deliverable is to define the approach, resources and schedule for each major component within the Organizational Change Management (OCM) implementation track that will be used to manage organizational change to support the State of Hawaii EPS project.

Acceptance Criteria

The O4 Organizational Change Management Plan will establish the following for the State of Hawaii EPS Implementation project:

1. Scope of Organizational Change
2. Change Leadership Network
3. Stakeholder Engagement Plan
4. Communication and Change Management Strategy
5. Business Process Redesign and Change Impact Analysis
6. Department Readiness Network
7. Organizational Change Management Milestone and Deliverable Schedule

O5 Knowledge Transfer Plan

The O5 Knowledge Transfer Plan ensures the State team is able to develop their business and technical skills throughout the project so they can independently maintain the EPS system, and integration with related systems after the project is complete. Therefore, this plan is intended to describe how the knowledge and skills related to the myriad project tasks and activities are transferred from the CherryRoad PeopleSoft consultants to the State team. This plan also describes the documentation process related to the development of staff so that leaders can monitor and maintain the skill growth throughout the project and beyond.

Acceptance Criteria:

The O5 Knowledge Transfer Plan will include the following:

1. A list of State team members, by role, to be trained and coached by CherryRoad
2. A description of knowledge transfer methods
3. A list of content to be taught and transferred by CherryRoad, per pillar per project stage
4. A knowledge transfer schedule per role
5. A knowledge transfer scorecard template

I1 Project Infrastructure Deployed Deliverable Definition

The I1 Project Infrastructure Deployed deliverable is the completed setup and availability of the required technology components of the PeopleSoft environments. The project infrastructure is a non–production architecture that will be suitable for the implementation activities and will allow the project team to initiate the F2 Release 1 Fit/Gap Analysis work sessions.

Acceptance Criteria:

The deliverable is complete when the project infrastructure is deployed and the implementation environments required for the Analysis Stage activities are available for the project team's use.

I2 Technical Architecture Plan Deliverable Definition

The I2 Technical Architecture Plan will be performed by the project team for both the Payroll Process Phase and Time and Attendance Phase. The document will address each of the infrastructure components necessary to transition the State to a CherryRoad hosed solutions, including but not limited to an architecture diagram, operations requirements, service level agreements, network dependencies, security considerations, and hardware/software maintenance.

Acceptance Criteria:

The I2 Technical Architecture Plan deliverable will include the following information and subordinate plans:

1. Technical Architecture Strategy
2. Data Loss Prevention Plan
3. PII Data Handling Plan
4. Data Loss Prevention Plan
5. External Requests Plan
6. System Landscape, Technical and Business Design Strategy

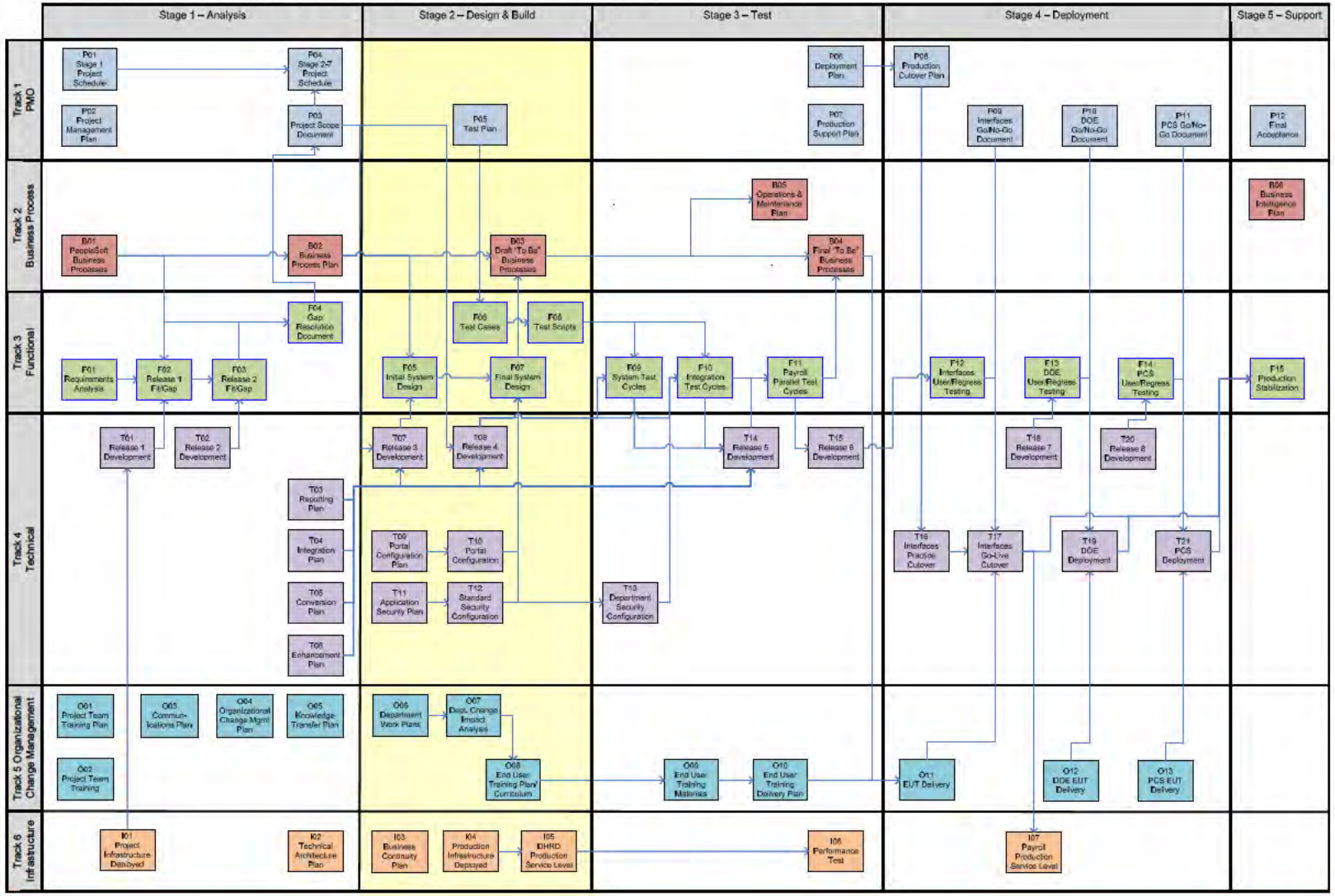
Stage 2 – Design and Build

The second stage of the implementation methodology is Stage 2 – Design and Build. Eighteen (18) deliverables across the six (6) implementation tracks will be completed by the project team during Stage 2 – Design and Build. The table below lists the Stage 2 – Design and Build deliverables, the implementation track in which they reside, the schedule start and end date, and corresponding deliverables from the RFP.

On the pages that follow we have included a copy of the WBS diagram that highlights the Stage 2 – Design and Build deliverables as well as individual deliverable definitions that provide detail descriptions of the deliverable acceptance criteria.

ID	Deliverable Name	Implementation Track	Start	End	Corresponding RFP Deliverable(s)
P05	Test Plan	Track 1 - Project Management	1/30/17	2/24/17	Test Plans: Integration, Parallel, User Acceptance, Regression, Stress and Security
B03	Draft "To Be" Business Processes	Track 2 - Business Process	3/6/17	3/31/17	
F05	Initial System Design	Track 3 - Functional	1/16/17	1/27/17	Initial System Design Document
F06	Test Cases	Track 3 - Functional	2/13/17	2/24/17	Final System Design Document
F07	Final System Design	Track 3 - Functional	2/27/17	3/17/17	Test Scripts, Test Cases and Test Data
F08	Test Scripts	Track 3 - Functional	3/13/17	3/24/17	Test Scripts, Test Cases and Test Data
T07	Release 3 Development	Track 4 - Technical	12/5/16	1/13/17	
T09	Portal Configuration Plan	Track 4 - Technical	12/19/16	1/13/17	
T11	Application Security Plan	Track 4 - Technical	12/19/16	1/13/17	System Security Strategy System Security Plan
T08	Release 4 Development	Track 4 - Technical	1/16/17	3/10/17	
T10	Portal Configuration	Track 4 - Technical	2/13/17	3/10/17	
T12	Standard Security Configuration	Track 4 - Technical	2/13/17	3/10/17	Role to Position Mapping
O06	Department Work Plans	Track 5 - OCM	12/5/16	1/27/17	
O07	Department Change Impact Analysis	Track 5 - OCM	1/2/17	2/24/17	Organizational Readiness Assessment
O08	End User Training Plan and Curriculum	Track 5 - OCM	1/30/17	3/31/17	End User Training Strategy End User Training Plan Training Curriculum Document
I03	Business Continuity Plan	Track 6 - Infrastructure	12/5/16	1/27/17	Business Continuity Strategy Business Continuity Plan
I04	Production Infrastructure Deployed	Track 6 - Infrastructure	1/23/17	2/3/17	
I05	DHRD Production Service Levels	Track 6 - Infrastructure	2/6/17	2/10/17	

State of Hawaii EPS Project WBS Diagram – Payroll Phase, Stage 2 – Design & Build



P5 Test Plan Deliverable Definition

The P5 Test Plan will outline the timing and tasks to accomplish complete testing of the system. The deliverable will describe in detail, all the requisite steps to fully test the system. This includes planning for all cycles of testing including unit, system, integration, user testing, payroll parallel, and performance. This document will also identify the internal and external testing participants and testing environments to be utilized, and the timing, logistics, etc. of the testing.

Acceptance Criteria:

The P5 Test Plan is an MS Word document that outlines a detailed plan to complete each cycle of testing. The testing cycles will include unit, system, integration, production infrastructure, and user testing. The P5 Test Plan will include the following information for each test cycle:

1. Description of the test activity / phase
2. Test entrance criteria
3. Test environment
4. Testing tools
5. Testing methods and procedures
6. Testing script examples
7. Test schedule
8. Test scope
9. Test participants
10. Issue reporting and resolution
11. Test exit criteria

B3 Draft "To Be" Business Processes Deliverable Definition

At the conclusion of the F6 Final System Design deliverable, the functional deliverable content including the F1 Requirements Analysis, F4 Gap Resolution Document, and F6 Final System Design deliverables will be leveraged by the project team to create the initial version of the State "To Be" business processes. The B3 Draft "To Be" Business Processes deliverable is the initial version of the future state business processes that will be implemented in conjunction with the PeopleSoft system.

Acceptance Criteria:

The B3 Draft "To Be" Business Processes deliverable will provide departments with an initial understanding of how the post go–live business processes will work at the State. For the agreed upon business processes, the deliverable content should include the following:

1. Centralized roles and responsibilities
2. Departmental roles and responsibilities
3. Detail cross–functional flowchart (business process flows with swim lanes)
4. Business rules and corresponding PeopleSoft application guidelines
5. Enterprise system integration

F5 Initial System Design Deliverable Definition

Release 3 will be the project team's first attempt at fully configuring the Oracle applications to meet the State's requirements. Application functionality included in the project scope will be configured in a manner that is consistent with the approved gap resolutions. Release 3 will include the scheduled Release 3 RICE development items. The project team will complete the Release 3 configuration and conduct unit testing for each of the application functions included in the project scope.

Acceptance Criteria:

The deliverable will document the application functionality by functional area that will be implemented by the State. For each functional area the deliverable will include the following:

1. Application functions being implemented
2. Related application configuration design decisions
3. Related report, interface, conversion, and enhancement design decisions
4. Enterprise design considerations
5. Departmental design considerations
6. Outstanding application design issues

The project team will update the Implementation Tracker tool to include application configuration and the corresponding unit test results, as well as any functional unit test issues that were identified during the Release 3 Initial System Design work sessions.

F6~~7~~ Test Cases Deliverable Definition

For each business process, the CherryRoad Functional team members will develop test cases using the Oracle UPK tool. The F6~~7~~ Test Cases deliverable will cover all application functions within each of the B3 Draft "To Be" Business Processes. The F~~7~~6 Test Cases will cover the end to end PeopleSoft system functionality as defined by the P5 Test Plan deliverable. Once the Test Cases are developed, the project team will leverage the deliverable as a starting point to writing the detail F8 Test Scripts that will represent all variations of the business process.

Acceptance Criteria:

The F~~7~~6 Test Cases will follow the guidelines established by the P5 Test Plan deliverables. The Test Cases will be developed using the Oracle User Productivity Kit (UPK). An inventory of F~~7~~6 Test Cases covering all PeopleSoft functions for each of the B3 Draft "To Be" Business Processes will be defined.

For each test case, a UPK test document will be created. The UPK document will provide the step–by–step procedure for completing the test case. For each step in the test case, the document will capture the input and expected results.

F7 Final System Design Deliverable Definition

The F7 Final System Design deliverable is a document and project milestone marking the completion of the application configuration for all departments and the scheduled development of the Release 4 RICE development items. The project team will conduct a series of system demonstrations to show how the configured application meets the State requirements and the gap resolutions. Completion of the F7~~6~~ Final System Design deliverable will serve as entrance criteria for the project team to begin the F9 System Test and complete the B3 Draft "To Be" Business Processes deliverables.

Acceptance Criteria:

The deliverable will document the application functionality by functional area that will be implemented by the State. For each functional area the deliverable will include the following:

1. Application functions being implemented
2. Related application configuration design decisions
3. Related report, interface, conversion, and enhancement design decisions
4. Enterprise design considerations
5. Departmental design considerations
6. Outstanding application design issues

The deliverable is considered complete following the completion of the schedule system demonstrations, and the submission and approval of the F7 Final System Design document.

~~F7 Test Cases Deliverable Definition~~

~~For each business process, the CherryRoad Functional team members will develop test cases using the Oracle UPK tool. The F7 Test Cases deliverable will cover all application functions within each of the B3 Draft "To Be" Business Processes. The F7 Test Cases will cover the end to end PeopleSoft system functionality as defined by the P5 Test Plan deliverable. Once the Test Cases are developed, the project team will leverage the deliverable as a starting point to writing the detail F8 Test Scripts that will represent all variations of the business process.~~

~~Acceptance Criteria:~~

~~The F7 Test Cases will follow the guidelines established by the P5 Test Plan deliverables. The Test Cases will be developed using the Oracle User Productivity Kit (UPK). An inventory of F7 Test Cases covering all PeopleSoft functions for each of the B3 Draft "To Be" Business Processes will be defined.~~

~~For each test case, a UPK test document will be created. The UPK document will provide the step-by-step procedure for completing the test case. For each step in the test case, the document will capture the input and expected results.~~

F8 Test Scripts Deliverable Definition

In Stage 2 - Design and Build Stage, the CherryRoad project team completes the F~~7~~6 Test Cases deliverable which includes UPK test cases covering all application functionality within each of the "To Be" business processes. The detailed F8 Test Scripts represent the variations of business functions and processes within a test case that must be executed during the test cycles to confirm that each system component functions together to meet the State's business process requirements. The F8 Test Scripts are consistent with the standards documented in the P5 Test Plan deliverable.

Acceptance Criteria:

Test Scripts will follow the guidelines established by the P5 Test Plan deliverable. Test Scripts will be developed in Microsoft Excel, which may then be uploaded into the Implementation Tracker tool using PeopleSoft's component interface tool. F8 Test Scripts will be organized by business processes and will reference the corresponding test case(s). Test Scripts will include the following elements:

1. Business Process
2. Test Description
3. Test Conditions
4. Expected Results
5. Test Cycle
6. Tester
7. Test Date
8. Test Results
9. Test Status
10. Corresponding Issues

T7 Release 3 Development Deliverable Definition

Following the completion of the F4 Gap Resolution document, and in parallel with the review and approval of the P3 Project Scope Document deliverable, the CherryRoad Technical Manager and the State Technical Lead will develop a schedule for the planned development items including reports, interfaces, conversions, and enhancements (RICE). The development schedule will be divided into six (6) development releases in addition to Release 1 and Release 2. T7 Release 3 Development will include the first set of RICE development items that will be programmed; unit tested, and migrated to the configuration environment. The T7 Release 3 Development deliverable is a predecessor to the F5 Initial System Design deliverable.

Acceptance Criteria:

Prior to the start of Release 3 Development, the CherryRoad Technical Manager will produce a Release 3 Development Schedule, which will include the reports, interfaces, conversions, and enhancements to be included in Release 3. For each development item, the schedule will designate whether CherryRoad developers or State developers will be assigned.

For each RICE development item, a specification including both technical and functional elements will be written, submitted, and approved in the Implementation Tracker. Each development item will be developed and unit tested prior to being migrated to the configuration environment where it will be

incorporated into the F5 Initial System Design work sessions.

The final T7 Release 3 Development deliverable will list all development items from the Release 3 Development Schedule, and the document will reference the corresponding specifications and unit test results.

T8 Release 4 Development Deliverable Definition

Following the completion of the F4 Gap Resolution document, and in parallel with the review and approval of the P3 Project Scope Document deliverable, the CherryRoad Technical Manager and the State Technical Lead will develop a schedule for the planned development items including reports, interfaces, conversions, and enhancements (RICE). The development schedule will be divided into six (6) development releases in addition to Release 1 and Release 2. T8 Release 4 Development will include the second set of RICE development items that will be programmed; unit tested, and migrated to the configuration environment. The T8 Release 4 Development deliverable is a predecessor to the F7 Final System Design deliverable as well as the F9 System Test Cycles and F10 Integration Test Cycles.

Acceptance Criteria:

Prior to the start of Release 4 Development, the CherryRoad Technical Manager will produce a Release 4 Development Schedule, which will include the reports, interfaces, conversions, and enhancements to be included in Release 4. For each development item, the schedule will designate whether CherryRoad developers or State developers will be assigned.

For each RICE development item, a specification including both technical and functional elements will be written, submitted, and approved in the Implementation Tracker. Each development item will be developed and unit tested prior to being migrated to the configuration environment where it will be incorporated into the F7 Final System Design work sessions.

The final T8 Release 4 Development deliverable will list all development items from the Release 4 Development Schedule, and the document will reference the corresponding specifications and unit test results.

T9 Portal (Interaction Hub) Configuration Plan Deliverable Definition

The T9 Portal Configuration Plan will describe in detail the tasks that will be performed to implement the portal (Interaction Hub) to meet the State's requirements. The deliverable will describe the overall plan on how the portal will be deployed, how the portal fits into the overall integration strategy, and how the portal factors into the overall security design. The T9 Portal Configuration Plan deliverable is a predecessor to the T10 Portal Configuration deliverable.

Acceptance Criteria:

The T9 Portal Configuration Plan will be an MS Word document that outlines a detailed plan to handle portal configuration during the State implementation. The document will address plans for:

1. List and description of all identified and approved Interaction Hub requirements
2. Interaction Hub design: Branding, homepage design, unified navigation setup
3. User setup between Interaction Hub and integrating applications
4. Strategy to build, maintain and migrate portal objects
5. Unit testing of Interaction Hub

T10 Portal (Interaction Hub) Configuration Deliverable Definition

The portal will be configured in accordance with the T9 Portal Configuration Plan deliverable. The project team will conduct unit testing to confirm the accuracy of the portal configuration. The T10 Portal Configuration deliverable will include portal design specifications, configuration values, and unit test results. The T10 Portal Configuration deliverable is a predecessor to the F7 Final System Design deliverable.

Acceptance Criteria:

For portal configuration, a specification including both technical and functional elements will be written, submitted, and approved in the Implementation Tracker. Each element of the portal design will be configured and unit tested prior to being migrated to the configuration environment where it will be incorporated into the F7 Final System Design system demonstrations and deliverable document.

The final T10 Portal Configuration deliverable will list all portal development items and portal configuration. The deliverable will reference the corresponding specifications and unit test results.

T11 Application Security Plan Deliverable Definition

The T11 Application Security Plan will describe in detail the tasks that will be performed to implement the application security to meet the State's requirements. The deliverable will describe the overall plan on how the security will be designed and deployed, and how security fits into the overall integration strategy. The T11 Application Security Plan deliverable is a predecessor to the T12 Standard Security Configuration deliverable.

Acceptance Criteria:

The T11 Application Security Plan will be an MS Word document that outlines a detailed plan to handle security configuration during the State implementation. The document will address plans for:

1. Security design within the PeopleSoft application: Row–level security, Query security
2. Security design for integration with Interaction Hub
3. Strategy to build, maintain and migrate security objects
4. Unit testing of security build

T12 Standard Security Configuration Deliverable Definition

Prior to defining application security at the user level, the project team will complete a standard security configuration in accordance with the T11 Application Security Plan deliverable. The T12 Standard Security Configuration deliverable will include security design specifications, configuration values, and

unit test results. The T12 Standard Security Configuration deliverable is a predecessor to the F~~6~~7 Final System Design deliverable as well as the T13 Department Security Configuration deliverable.

Acceptance Criteria:

For standard security configuration, a specification including both technical and functional elements will be written, submitted, and approved in the Implementation Tracker. Each element of the application security design will be configured and unit tested prior to being migrated to the configuration environment where it will be incorporated into the F7 Final System Design system demonstrations and deliverable document.

The final T12 Standard Security Configuration deliverable will list all application security development items and configuration. The deliverable will reference the corresponding specifications and unit test results.

O6 Department Work Plan Deliverable Definition

The purpose of department work plan will be to ensure the State departments are fully engaged with the project, and they complete specific requisite tasks and activities that will lead up to the deployment of the new system for their department. Individual department work plans will be department specific and developed by the State departments using the O6 Department Work Plan as a template work plan. The O6 Department Work Plan will be developed by the project team. The plan should include standard department tasks, responsibilities, and schedules.

Acceptance Criteria:

The O6 Department Work Plan deliverable is considered complete when the document has been drafted by the project team, reviewed by select members of the department community, and presented to the State project management team for approval. The O3 Department Work Plan content will include the following at a minimum:

1. Department roles and responsibilities
2. A master list of Statewide department project activities list and tracking template, to include:
   a. Business Processes
   b. RICE development items
   c. Security
   d. Workflow
   e. Training
   f. Production Support
3. Department readiness status reporting process

O7 Department Change Impact Analysis Deliverable Definition

The purpose of the O7 Department Change Impact Analysis is to document the anticipated changes that will impact State departments, the magnitude of those changes, and any tasks or activities that should occur to mitigate whatever risks may be associated with the departmental changes.

Acceptance Criteria:

The deliverable will be complete following the submission and approval of the O7 Department Change Impact Analysis. For each department, the analysis will include the change impact of the PeopleSoft implementation on the following:

1. Business Processes
2. Roles
3. Master Data
4. Interfaces and Integration
5. Workflow
6. Reporting
7. Operations
8. Technology

O8 End User Training Plan and Curriculum Deliverable Definition

The O8 End User Training Plan and Curriculum deliverable will outline the PeopleSoft training courses to be developed and delivered to the State end users. In addition to a description of each course, the deliverable includes a class overview, the user audiences who will be trained, course objectives, prerequisites, and any support requirements.

Acceptance Criteria:

The O8 End User Training Plan and Curriculum is an MS Word document that documents the overall training plan as well as the specific end user training curriculum. For the overall training plan, the deliverable will define the following:

- Population of State employees that will require training on the PeopleSoft system
- System subject matter that will be included in the training curriculum
- End user training program milestones and schedule
- Facilities and training logistics including classrooms and connectivity
- Methods to be employed for training: instructor led, online, or auditorium

For each class that is included in the curriculum, the following information will be defined by the O8 End User Training Plan and Curriculum deliverable:

1. Course list
2. Course descriptions
3. Course prerequisites
4. Course objectives
5. Target audience for the course
6. Course duration
7. List of materials to support course delivery

~~I2 Technical Architecture Plan Deliverable Definition~~

~~The I2 Technical Architecture Plan will be performed by the project team for both the Payroll Process Phase and Time and Attendance Phase. The document will address each of the infrastructure components necessary to transition the State to a CherryRoad hosed solutions, including but not limited to an architecture diagram, operations requirements, service level agreements, network dependencies, security considerations, and hardware/software maintenance.~~

~~**Acceptance Criteria:**~~

~~The I2 Technical Architecture Plan deliverable will include the following information and subordinate plans:~~

~~11.1. Technical Architecture Strategy~~
~~12.1. Data Loss Prevention Plan~~
~~13.1. PII Data Handling Plan~~
~~14.1. Data Loss Prevention Plan~~
~~15.1. External Requests Plan~~
~~16.1. System Landscape, Technical and Business Design Strategy~~

I3 Business Continuity Plan

The I3 Business Continuity Plan will be developed to ensure that the Production Disaster Recovery (DR) environments are accessible and updated in near real-time in the event of a disaster or major outage affecting the State of Hawaii service delivery. The Plan provides procedures for the continuation of State of Hawaii business activities at an appropriate level. The Plan provides guidance for CherryRoad and State staff in their response to a disruption by providing pre-determined courses of action which will reduce the number of decisions that need to be made during a disaster situation and improve response time after a disruption in service has occurred.

Acceptance Criteria:

The I3 Business Continuity Plan will include the following items:

- The recovery of Production and Non-Production environments from a disaster affecting the Hawaii hosting site
- Switch-back of Production and the Non-Production environments hosted in Hawaii from the California recovery site to the Hawaii site
- Recovery of Non-Production environments hosted at the California site from a disaster affecting the California
- Switch-back of Non-Production environments hosted at the California

I4 Production Infrastructure Deployed Deliverable Definition

The I4 Production Infrastructure Deployed deliverable is the completed setup and availability of the required technology components of the PeopleSoft environments that will allow the project team to initiate the DHRD Production Migration, payroll process performance testing and Deployment Stage

activities including the T16 Interfaces Deployment Practice Cutover and T17 Interfaces Deployment Go–Live Cutover.

Acceptance Criteria:

The deliverable is complete when the Production Infrastructure is deployed and the environments required for the performance testing and deployment stage activities are available for the project team's use. Following the production environments build, CherryRoad will complete an environment build checklist to demonstrate each component of the production infrastructure is available and functioning as expected.

I5 Implement DHRD Production Service Levels Deliverable Definition

The transition to CherryRoad hosting production service levels follows the migration of the DHRD production system to the CherryRoad hosted environment.

Acceptance Criteria:

The I6 Production Service Levels deliverable will establish production level SLAs for the following:

1. Disaster Recovery
2. Production Help Desk Response and Resolution Times
3. System Availability
4. Issue Resolution
5. Environment Standards

Stage 3 – Test

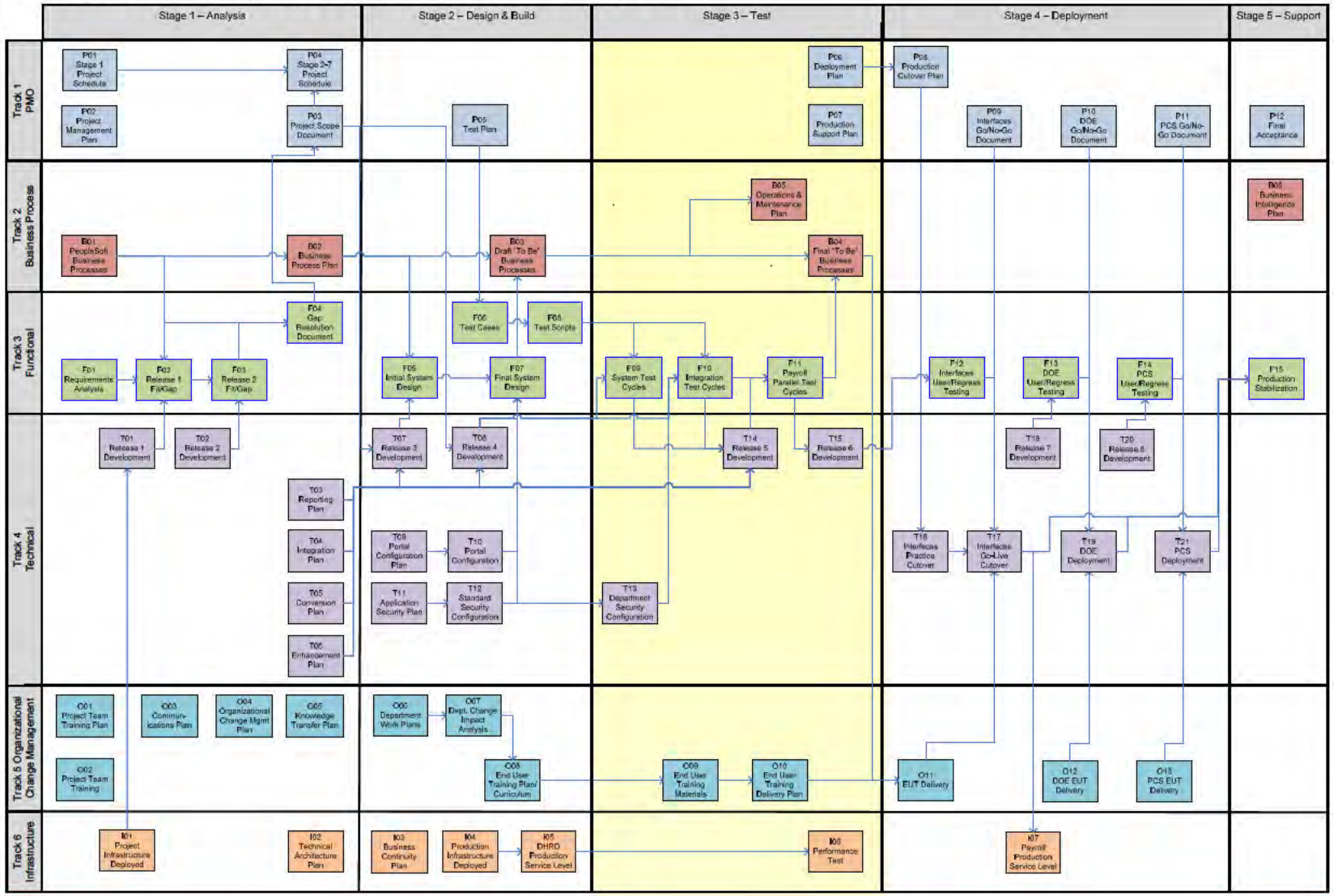
The third stage of the implementation methodology is Stage 3 – Test. Fifteen (15) deliverables across the six (6) implementation tracks will be completed by the project team during Stage 3 – Test. The table below lists the Stage 3 – Test deliverables, the implementation track in which they reside, the schedule start and end date, and corresponding deliverables from the RFP.

On the pages that follow, we have included a copy of the WBS diagram that highlights the Stage 3 – Test deliverables as well as individual deliverable definitions that provide detail descriptions of the deliverable acceptance criteria.

ID	Deliverable Name	Implementation Track	Start	End	Corresponding RFP Deliverable(s)
P06	Deployment Plan	Track 1 - Project Management	4/10/17	5/5/17	Final Detailed Deployment Plan
P07	Production Support Plan	Track 1 - Project Management	5/8/17	6/2/17	Production Support Plan
B04	Final "To Be" Business Processes	Track 2 - Business Process	5/8/17	6/2/17	
B05	Operations & Maintenance Plan	Track 2 - Business Process	5/8/17	6/2/17	
F09	System Test Cycles	Track 3 - Functional	3/27/17	4/14/17	Documented Successful Testing Results

ID	Deliverable Name	Implementation Track	Start	End	Corresponding RFP Deliverable(s)
F10	Integration Test Cycles	Track 3 - Functional	4/17/17	5/12/17	Documented Successful Testing Results
F11	Payroll Parallel Test	Track 3 - Functional	5/1/17	6/30/17	Documented Successful Testing Results
T13	Department Security Configuration	Track 4 - Technical	3/13/17	4/14/17	Role to Position Mapping
T14	Release 5 Development	Track 4 - Technical	3/13/17	4/28/17	
T15	Release 6 Development	Track 4 - Technical	5/1/17	6/16/17	
O09	End User Training Materials	Track 5 - OCM	4/3/17	6/2/17	Enhanced Training Materials Final Training Materials
O10	End User Training Delivery Plan	Track 5 - OCM	4/21/17	6/2/17	
I06	Performance Test	Track 6 - Infrastructure	5/22/17	6/30/17	

State of Hawaii EPS Project WBS Diagram – Payroll Phase, Stage 3 - Test



P6 Deployment Plan Deliverable Definition

The P6 Deployment Plan outlines the CherryRoad and State activities to transition to the PeopleSoft production systems. The plan will identify all of the dependencies for initiating the cutover to production, the production migration itself, and the post–implementation processes that must be executed to stabilize the deployment.

Acceptance Criteria:

The P6 Deployment Plan is a narrative plan, outlining the approach for deploying the PeopleSoft system into the production environment. The P6 Deployment Plan will include the following:

1. Tasks and dependencies for implementing the production infrastructure
2. Data conversion sequencing including extract generation and data load
3. Application Configuration management through the completion of the cutover activities
4. Security and Portal Configuration management through the completion of the cutover activities
5. Step–by–step tasks for completing the final RICE development object migrations
6. Department deployment considerations
7. Communication channels to follow during the Go–Live cutover

P7 Production Support Plan Deliverable Definition

The P7 Production Support Plan deliverable defines the support structure, roles, methods, policies, and procedures for managing the State's production environment during the initial Stage 7 – Support period. The deliverable defines the State's approach to transitioning from an implementation Project Team to a Project Team that supports stabilization of the system.

Acceptance Criteria:

The P7 Production Support Plan will provide planning and direction for the project team for the Support Stage of the project. The Support Stage will be a three month period. The deliverable document will include the following:

1. Objectives of the support stage
2. Scope of the support stage activities
3. Team organization and roles
4. Use of department team members
5. Types of support services
6. Out of scope support
7. Incident and problem management
8. Defect management / governance
9. Staffing plan and domain areas of expertise
10. Watch areas
11. Short term communication plans
12. Knowledge transfer and preparation for long term support

B4 Final "To Be" Business Processes

At the conclusion of F10 Integration Testing, the functional deliverable content including the B3 Draft "To Be" Business Processes, F9 System Test, and F10 Integration Test deliverables will be leverage by the project team to create the final version of the State "To Be" business processes. The B4 Final "To Be" Business Processes deliverable is the final version of the future state business processes that will be implemented in conjunction with the PeopleSoft system.

Acceptance Criteria:

The B4 Final "To Be" Business Processes deliverable will provide departments with an understanding of how the post go–live business processes will work at the State. For the agreed upon business processes, the deliverable content should include the following:

1. Centralized roles and responsibilities
2. Departmental roles and responsibilities
3. Detail cross–functional flowchart (business process flows with swim lanes)
4. Business rules and corresponding PeopleSoft application guidelines
5. Enterprise system integration

B5 Operations and Maintenance Plan Deliverable Definition

The B5 Operations and Maintenance Plan deliverable defines the long-term support structure, roles, governance, and methods for managing the State's production environment following the short-term Stage 7 - Support stabilization period. The deliverable also defines the State's approach to transitioning from a stabilization organization structure to a long–term production support organization.

Acceptance Criteria:

The B5 Operations and Maintenance Plan will define the following long term production support policies and procedures:

1. Production support organization structure
2. Business process governance and system governance
3. Organization RASCI chart defining stakeholder roles in supporting the system
4. Policies and procedures on system operations
5. Help desk policies and procedures
6. Portfolio management including intake of requests for new features and setting priorities
7. Review and decision making process for requests for new features
8. System related communications

~~F8 Test Scripts Deliverable Definition~~

~~In Stage 2 - Design and Build Stage, the CherryRoad project team completes the F7 Test Cases deliverable which includes UPK test cases covering all application functionality within each of the "To Be" business processes. The detailed F8 Test Scripts represent the variations of business functions and processes within a test case that must be executed during the test cycles to confirm that each~~

~~system component functions together to meet the State's business process requirements. The F8 Test Scripts are consistent with the standards documented in the P5 Test Plan deliverable.~~

~~**Acceptance Criteria:**~~

~~Test Scripts will follow the guidelines established by the P5 Test Plan deliverable. Test Scripts will be developed in Microsoft Excel, which may then be uploaded into the Implementation Tracker tool using PeopleSoft's component interface tool. F8 Test Scripts will be organized by business processes and will reference the corresponding test case(s). Test Scripts will include the following elements:~~

~~7.1. Business Process~~
~~8.1. Test Description~~
~~9.1. Test Conditions~~
~~10.1. Expected Results~~
~~11.1. Test Cycle~~
~~12.1. Tester~~
~~13.1. Test Date~~
~~14.1. Test Results~~
~~15.1. Test Status~~
~~16.1. Corresponding Issues~~

F9 System Test Cycles Deliverable Definition

System test is the formal testing of all individual components, as well as module–to–module components within the PeopleSoft system. The purpose of the F9 System Test Cycles is to confirm that all components within the PeopleSoft system work as expected. F9 System Test Cycles will include testing of the application configuration, data conversion, and enhancements listed in the P3 Project Scope document.

Acceptance Criteria:

The scope, participants, and schedule of F9 System Test Cycles will follow the system test approach established by the P5 Test Plan deliverable. Each system test cycle is complete when:

1. All system test scripts scheduled for the test cycle have been executed or placed "On Hold" by the State and CherryRoad project managers and the results have been recorded in the Implementation Tracker
2. All issues have been recorded in the Implementation Tracker
3. No critical issue uncovered during system test cycle remain open

F10 Integration Test Cycles Deliverable Definition

Integration test is the formal testing of the complete integrated system, including interfaces between the PeopleSoft system, department side systems, and third party systems. The purpose of the F10 Integration Test Cycles is to confirm that all components fit together in a production environment and there are no gaps in the data flow. F10 Integration Test Cycles will include testing of the application configuration, data conversion, enhancements, interfaces, and reports listed in the P3 Project Scope document.

Acceptance Criteria:

The scope, participants, and schedule of the F10 Integration Test Cycles will follow the approach established by the P5 Test Plan deliverable. Each integration test cycle is complete when:

1. All integration test scripts scheduled for the test cycle have been executed or placed "On Hold" by the State and CherryRoad project managers, and the results have been recorded in the Implementation Tracker
2. All issues have been recorded in the Implementation Tracker
3. No critical issue uncovered during the integration test cycle remain open

F11 Payroll Parallel Test Cycles Deliverable Definition

F11 Payroll Parallel Testing is the formal payroll parallel testing to validate the payroll engine is properly calculating gross to net. The scope of payroll parallel testing is to test the payroll calculation for four designated pay periods in the PeopleSoft system, and compare that payroll calculation to the legacy system payroll calculation. For each pay cycle, the project team will extract a full set of pay period data from the DAGS legacy payroll system. The data will be loaded into the CherryRoad Payroll Validation tool. The project team will then run a full payroll processing in the PeopleSoft HCM system. The team will include State and CherryRoad personnel to perform a validation of the test results. The project team will reconcile all pay calculation variances.

Acceptance Criteria:

The scope, participants, and schedule of Payroll Parallel Testing will follow the user testing approach established by the P5 Test Plan deliverable. F11 Payroll Parallel Test Cycles is complete when:

1. The project team has completed the testing and validation of four payroll cycles
2. All issues have been recorded in the Implementation Tracker
3. No critical issue (as defined by the State PMO) preventing production go live remain open

T13 Department Security Configuration Deliverable Definition

Following the completion of the T12 Standard Security Configuration and F6 Final System Design deliverables, the project team will focus on completing the department specific security configuration, where security roles and user preferences are tied to individual department system users. The T13 Department Security Configuration deliverable will include the gathering of department security configuration requirements, and loading both the application and data security for those department users into the configuration environment in preparation for the F10 Integration Test Cycles.

Acceptance Criteria:

Each State department will complete template security configuration worksheets provided by the project team. The deliverable is complete following the successful load and validation of the T13 Department Security Configuration worksheets into the configuration environment.

T14 Release 5 Development Deliverable Definition

Following the completion of the F4 Gap Resolution document, and in parallel with the review and approval of the P3 Project Scope Document deliverable, the CherryRoad Technical Manager and the State Technical Lead will develop a schedule for the planned development items including reports, interfaces, conversions, and enhancements (RICE). The development schedule will be divided into six (64) development releases in addition to Release 1 and Release 2. T14 Release 5 Development will include the third set of RICE development items that will be programmed; unit tested, and migrated to the configuration environment. The T14 Release 5 Development deliverable is a predecessor to the F11 Payroll Parallel Test Cycles deliverable.

Acceptance Criteria:

Prior to the start of Release 5 Development, the CherryRoad Technical Manager will produce a Release 5 Development Schedule, which will include the reports, interfaces, conversions, and enhancements to be included in Release 5. For each development item the schedule will designate whether CherryRoad developers or State developers will be assigned.

For each RICE development item, a specification including both technical and functional elements will be written, submitted, and approved in the Implementation Tracker. Each development item will be developed and unit tested prior to being migrated to the configuration environment where it will be incorporated into the F11 Payroll Parallel Test Cycles.

The final T14 Release 5 Development deliverable will list all development items from the Release 5 Development Schedule, and the document will reference the corresponding specifications and unit test results.

T15 Release 6 Development Deliverable Definition

Following the completion of the F4 Gap Resolution document, and in parallel with the review and approval of the P3 Project Scope Document deliverable, the CherryRoad Technical Manager and the State Technical Lead will develop a schedule for the planned development items including reports, interfaces, conversions, and enhancements (RICE). The development schedule will be divided into six (6) development releases in addition to Release 1 and Release 2. T15 Release 6 Development will include the fourth set of RICE development items that will be programmed; unit tested, and migrated to the configuration environment. The T15 Release 6 Development deliverable is a predecessor to the F12 Interfaces Deployment User and Regression Testing deliverable~~s~~.

Acceptance Criteria:

Prior to the start of Release 6 Development, the CherryRoad Technical Manager will produce a Release 6 Development Schedule, which will include the reports, interfaces, conversions, and enhancements to be included in Release 6. For each development item the schedule will designate whether CherryRoad developers or State developers will be assigned.

For each RICE development item, a specification including both technical and functional elements will be written, submitted, and approved in the Implementation Tracker. Each development item will be

developed and unit tested prior to being migrated to the configuration environment where it will be incorporated into the F12 Interfaces Deployment User and Regression Testing.

The final T15 Release 6 Development deliverable will list all development items from the Release 6 Development Schedule, and the document will reference the corresponding specifications and unit test results.

O9 End User Training Materials Deliverable Definition

The O9 End User Training Materials will be developed using the Oracle User Productivity Kit. For each course in the O8 End User Training Plan and Curriculum deliverable, course materials will be developed for either in–class or online delivery. These materials will also be used by end users after formal end user training is complete as refreshers.

Acceptance Criteria:

The completed O9 End User Training Materials will include the following for each course in the O8 End User Training Plan and Curriculum deliverable:

1. UPK Lessons/Topics
2. Student Reference Materials
3. Instructor Notes
4. Assessment Instructions
5. Instructor Checklist

O10 End User Training Delivery Plan Deliverable Definition

Based on the results of the Department Training Needs Assessment activities along with the O8 End User Training Plan and Curriculum, a training delivery plan is created. The O10 End User Training Delivery Plan will include a training schedule of the courses that will be delivered, and who will be trained along with instructional strategies and guidelines on trainer selection.

Acceptance Criteria:

The O10 End User Training Delivery Plan should contain, at a minimum, the following information:

1. Course delivery method
2. Class schedule
3. Class instructors
4. Registration process
5. Trainer preparation activities

~~I4 Production Infrastructure Deployed Deliverable Definition~~

~~The I4 Production Infrastructure Deployed deliverable is the completed setup and availability of the required technology components of the PeopleSoft environments that will allow the project team to~~

~~initiate the performance testing and Deployment Stage activities including the T16 Interfaces Deployment Practice Cutover and T17 Interfaces Deployment Go-Live Cutover.~~

~~**Acceptance Criteria:**~~

~~The deliverable is complete when the Production Infrastructure is deployed and the environments required for the performance testing and deployment stage activities are available for the project team's use. Following the production environments build, CherryRoad will complete an environment build checklist to demonstrate each component of the production infrastructure is available and functioning as expected.~~

I~~5~~6 Performance Test Deliverable Definition

Following the I4 Production Infrastructure Deployed milestone, the project team will conduct a variety of performance, disaster recovery, and intrusion testing to ensure the production infrastructure can support the State's performance, failover, and security requirements. An I6~~5~~ Performance Test deliverable will be completed during the prior to the Interfaces Deployment go-live cutover.

Acceptance Criteria:

The following I6~~5~~ Performance Test deliverable test cycles will be executed, the issues resolved, and the results documented:

1. Performance Testing
2. Disaster Recovery Testing
3. Intrusion Testing

The I~~5~~6 Performance Test cycles are performed in accordance with the P5 Test Plan deliverable. This deliverable is considered complete when all issues uncovered during the test cycles have been reasonably resolved and the State verifies the performance, failover, and security levels meet the State's requirements for going live with payroll.

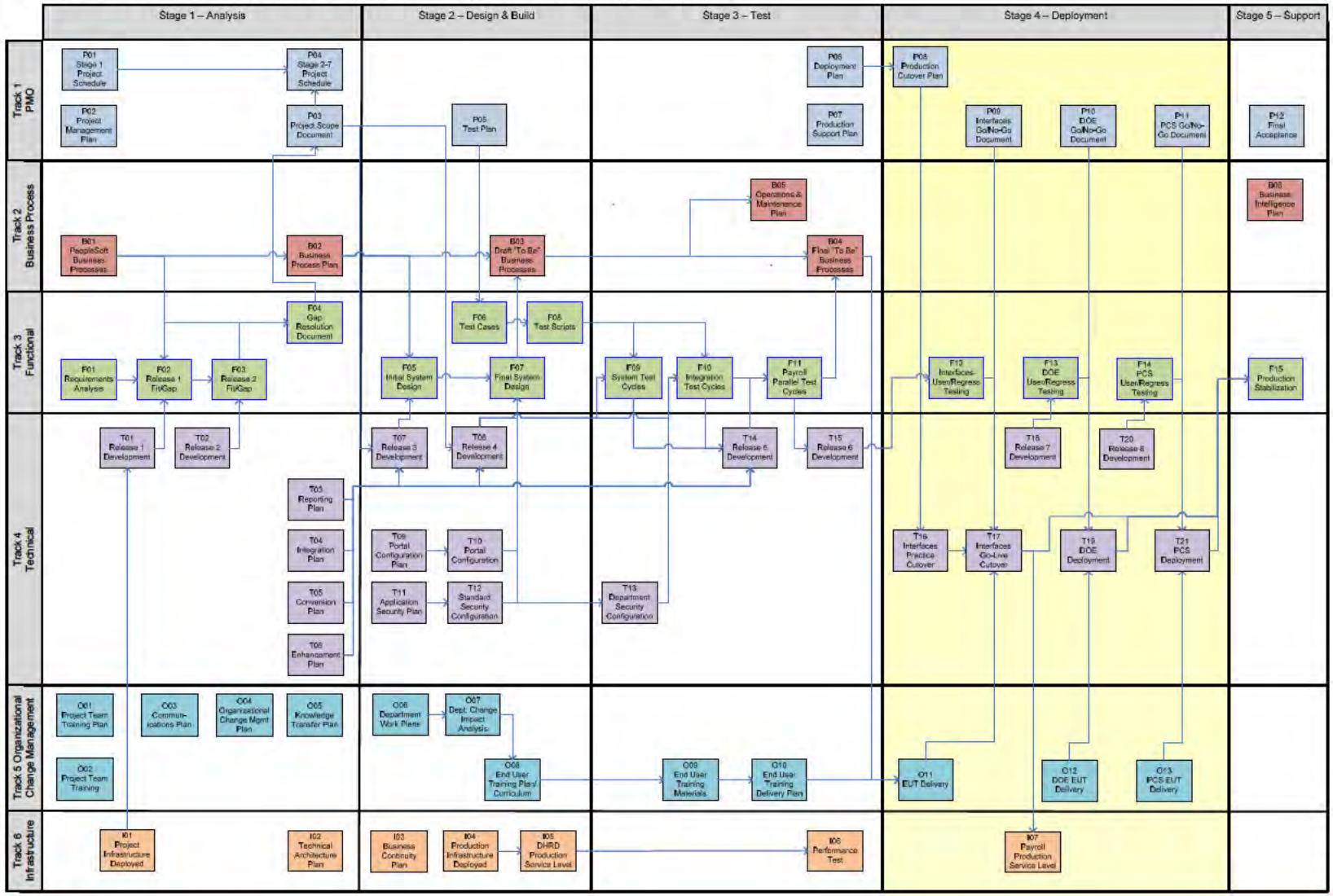
Stage 4 – Deployment

Stages 4 of the implementation methodology is deployment. Seventeen (17) deliverables across the six (6) implementation tracks will be completed by the project team during Stages 4 – Deployment. The table below lists the Stages 4 deliverables, the implementation track in which they reside, the schedule start and end date, and corresponding deliverables from the RFP.

On the pages that follow we have included a copy of the WBS diagram that highlights the Stages 4 deliverables as well as individual deliverable definitions that provide detail descriptions of the deliverable acceptance criteria.

ID	Deliverable Name	Implementation Track	Start	End	Corresponding RFP Deliverable(s)
P08	Production Cutover Plan	Track 1 - Project Management	6/19/17	6/30/17	Final Detailed Deployment Plan
P09	Interfaces Deployment Go/No-Go Document	Track 1 - Project Management	7/17/17	7/21/17	Final Detailed Deployment Plan
P10	DOE Deployment Go/No-Go Document	Track 1 - Project Management	9/18/17	9/22/17	Final Detailed Deployment Plan
P11	PCS Deployment Go/No-Go Document	Track 1 - Project Management	11/20/17	11/24/17	Final Detailed Deployment Plan
F12	Interfaces Deploy User & Regression Test	Track 3 - Functional	6/19/17	7/14/17	Documented Successful Testing Results
F13	DOE Deployment User & Regression Test	Track 3 - Functional	8/21/17	9/15/17	Documented Successful Testing Results
F14	PCS Deployment User & Regression Test	Track 3 - Functional	10/16/17	11/10/17	Documented Successful Testing Results
T16	Interfaces Deployment Practice Cutover	Track 4 - Technical	7/3/17	7/7/17	
T17	Interfaces Deployment Go Live Cutover	Track 4 - Technical	7/24/17	8/4/17	Successful Deployment Documented
T18	Release 7 Development	Track 4 - Technical	7/3/17	8/18/17	
T19	DOE Deployment Go Live Cutover	Track 4 - Technical	9/25/17	10/6/17	Successful Deployment Documented
T20	Release 8 Development	Track 4 - Technical	9/4/17	10/13/17	
T21	PCS Deployment Go Live Cutover	Track 4 - Technical	11/27/17	12/8/17	Successful Deployment Documented
O11	End User Training Delivery	Track 5 - OCM	6/5/17	7/28/17	End User Training
O12	DOE End User Training Delivery	Track 5 - OCM	9/4/17	9/29/17	End User Training
O13	PCS End User Training Delivery	Track 5 - OCM	11/6/17	12/1/17	End User Training
I07	Payroll Production Service Levels	Track 6 - Infrastructure	8/7/17	8/11/17	Documented Successful Testing Results

State of Hawaii EPS Project WBS Diagram – Payroll Phase, Stage 4 - Deployment



P8 Production Cutover Plan Deliverable Definition

Prior to both the T16 Interfaces Deployment Practice Cutover and T17 Interfaces Deployment Go–Live Cutover cycles, the project team will develop a step–by–step cutover plan for migrating the data and metadata from the non–production environments into the production environment. The P8 Interface Deployment Production Cutover Plan deliverable will include a summary timeline and a detailed cutover schedule.

Acceptance Criteria:

The P8 Interfaces Deployment Production Cutover Plan will account for each task needed to complete the migration to production, and the sequence of events that must be followed to complete the migration successfully. The cutover tasks will be organized by:

1. Project/Department Communications
2. Business Activities (e.g. AP Cutoff, PO Cutoff, etc.)
3. Infrastructure Setup
4. Development Migration
5. Configuration Migration
6. Data Conversion
7. Security Migration
8. Department System Updates

The deliverable will include an MS Project schedule. For all tasks required to complete the go live, the schedule will include:

1. Start date/time
2. End date/time
3. Primary resource assigned
4. Secondary resource assigned
5. Predecessor tasks
6. Comments

P9 Interfaces Deployment Go/No-Go Document Deliverable Definition

The P9 Interfaces Deployment Go/No-Go Document deliverable authorizes the project team to proceed with the T17 Interfaces Go–Live Cutover deliverable and complete the PeopleSoft system migration to production.

A P10 DOE Deployment Go/No-Go Document deliverable and P11 PCS Deployment Go/No-Go Document deliverable will be completed in a similar fashion for their respective Payroll Process Phase deployments.

Acceptance Criteria:

The P9 Interfaces Deployment Go/No-Go Document deliverable is a document that directs the project team to execute the T17 Interfaces Deployment Go–Live Cutover. The document provides a status of all critical elements indicating their readiness for going live including:

1. User Testing Results
2. Outstanding Issues list
3. Prioritized Risk List
4. Training Status
5. Department Readiness Status
6. Support System Status
7. Contingency Plan
8. General System Readiness

The document also lists and prioritizes all conditions that are assigned to CherryRoad and the State that must be satisfied after go-live for the P12 Final Acceptance deliverable to be approved by the State. For each condition, the document will describe the corresponding risks or issue we will encounter if the condition is not resolved. The conditions included in the document will be consistent with the CherryRoad assigned responsibilities as defined by the contract, project plan, and project deliverables.

F12 Interfaces Deployment User and Regression Testing Deliverable Definition

F12 Interfaces Deployment User and Regression Testing includes testing and regression testing of the final interfaces deployment scope of development. F12 is the formal testing of the fully integrated system by system users and the project team. The purpose of user testing is to confirm that the system is in compliance with the "To Be" business processes and to assess whether the system is production ready from a system user perspective. User Testing will include testing of the application configuration, data conversion, enhancements, interfaces, and reports listed in the P3 Project Scope document.

An F13 DOE Deployment User and Regression Testing deliverable and F14 PCS Deployment User and Regression Testing deliverable will be completed in a similar fashion for their respective Payroll Process Phase deployments.

Acceptance Criteria:

The scope, participants, and schedule of user testing will follow the user testing approach established by the P5 Test Plan deliverable. F12 Interfaces Deployment User and Regression Testing is complete when:

1. All F12 User and Regression Testing test scripts scheduled for the test cycle have been executed or placed on hold by the State and CherryRoad project managers, and the results have been recorded in the Implementation Tracker Tool
2. All issues have been recorded in the Implementation Tracker
3. No critical issue (as defined by the County PMO) preventing production go live remain open

T16 Interfaces Deployment Practice Cutover Deliverable Definition

The T16 Interfaces Deployment Practice Cutover deliverable marks the completion of each task identified in the corresponding P8 Production Cutover Plan for the practice cutover cycle in a non-production environment.

Acceptance Criteria:

The acceptance criteria for this deliverable are the successful completion and documentation of each task in the corresponding P8 Production Cutover Plan. For each task in the plan, the actual results will be captured including:

1. Task status
2. Failures and mitigation actions
3. Actual resource assigned
4. Actual completion date/time
5. Comments

A T18 DOE Deployment Practice Cutover deliverable and T20 PCS Deployment Practice Cutover deliverable will be completed in a similar fashion for their respective Payroll Process Phase deployments.

T17 Interfaces Deployment Go-Live Cutover Deliverable Definition

The T17 Go–Live Cutover deliverable marks the completion of each task identified in the corresponding P8 Production Cutover Plan in the production environment.

Acceptance Criteria:

The acceptance criteria for this deliverable are the successful completion and documentation of each task in the corresponding P8 Production Cutover Plan. For each task in the plan, the actual results will be captured including:

1. Task status
2. Actual resource assigned
3. Actual completion date/time
4. Comments

During the execution of the T17 Interfaces Deployment Go–Live Cutover, the project team will provide constant real time communications to the State user community regarding status and issues. The communication methods will be consistent with the O3 Communications Plan.

A T19 DOE Deployment Go-Live Cutover deliverable and T21 PCS Deployment Go-Live Cutover deliverable will be completed in a similar fashion for their respective Payroll Process Phase deployments.

T18 Release 7 Development Deliverable Definition

Following the completion of the F4 Gap Resolution document, and in parallel with the review and approval of the P3 Project Scope Document deliverable, the CherryRoad Technical Manager and the State Technical Lead will develop a schedule for the planned development items including reports, interfaces, conversions, and enhancements (RICE). The development schedule will be divided into six (6) development releases in addition to Release 1 and Release 2. T18 Release 7 Development will include the fifth set of RICE development items that will be will be programmed; unit tested, and migrated to the configuration environment. The T18 Release 7 Development deliverable is a predecessor to the F13 DOE User and Regression Testing deliverable.

Acceptance Criteria:

Prior to the start of Release 7 Development, the CherryRoad Technical Manager will produce a Release 7 Development Schedule, which will include the reports, interfaces, conversions, and enhancements to be included in Release 7. For each development item the schedule will designate whether CherryRoad developers or State developers will be assigned.

For each RICE development item, a specification including both technical and functional elements will be written, submitted, and approved in the Implementation Tracker. Each development item will be developed and unit tested prior to being migrated to the configuration environment where it will be incorporated into the F13 DOE User and Regression Testing.

The final T18 Release 7 Development deliverable will list all development items from the Release 7 Development Schedule, and the document will reference the corresponding specifications and unit test results.

T20 Release 8 Development Deliverable Definition

Following the completion of the F4 Gap Resolution document, and in parallel with the review and approval of the P3 Project Scope Document deliverable, the CherryRoad Technical Manager and the State Technical Lead will develop a schedule for the planned development items including reports, interfaces, conversions, and enhancements (RICE). The development schedule will be divided into six (6) development releases in addition to Release 1 and Release 2. T20 Release 8 Development will include the sixth set of RICE development items that will be programmed; unit tested, and migrated to the configuration environment. The T20 Release 8 Development deliverable is a predecessor to the F14 PCS Deployment User and Regression Testing deliverable.

Acceptance Criteria:

Prior to the start of Release 8 Development, the CherryRoad Technical Manager will produce a Release 8 Development Schedule, which will include the reports, interfaces, conversions, and enhancements to be included in Release 8. For each development item the schedule will designate whether CherryRoad developers or State developers will be assigned.

For each RICE development item, a specification including both technical and functional elements will be written, submitted, and approved in the Implementation Tracker. Each development item will be

developed and unit tested prior to being migrated to the configuration environment where it will be incorporated into the F14 PCS Deployment User and Regression Testing.

The final T20 Release 8 Development deliverable will list all development items from the Release 8 Development Schedule, and the document will reference the corresponding specifications and unit test results.

O11 End User Training Delivery Deliverable Definition

O11 End User Training Delivery deliverable marks the delivery of the actual training classes including both classroom and online training. Courses designated as instructor led courses in the O8 End User Training Plan and Curriculum Plan deliverable will be conducted in a classroom setting. Courses designated as online courses in the O8 End User Training Plan and Curriculum Plan deliverable will be published using the User Productivity Kit and deployed through the web.

Acceptance Criteria:

The deliverable will be considered complete when each of the end user training classes listed in the O10 End User Training Delivery Plan for the Interfaces Deployment has been conducted or cancelled, and each of the required online courses has been made available to the targeted training audience.

An O11 DOE End User Training Delivery deliverable and O12 PCS end User Training Delivery deliverable will be completed in a similar fashion for their respective Payroll Process Phase deployments.

~~I5 Performance Test Deliverable Definition~~

~~Following the I4 Production Infrastructure Deployed milestone, the project team will conduct a variety of performance, disaster recovery, and intrusion testing to ensure the production infrastructure can support the State's performance, failover, and security requirements. An I5 Performance Test deliverable will be completed during the Interfaces Deployment.~~

~~Acceptance Criteria:~~

~~The following I5 Performance Test deliverable test cycles will be executed, the issues resolved, and the results documented:~~

~~7.1. Performance Testing~~
~~8.1. Disaster Recovery Testing~~
~~9.1. Intrusion Testing~~

~~The I5 Performance Test cycles are performed in accordance with the P5 Test Plan deliverable. This deliverable is considered complete when all issues uncovered during the test cycles have been reasonably resolved and the State verifies the performance, failover, and security levels meet the State's requirements for going live.~~

I~~6~~7 Implement Payroll Production Service Levels Deliverable Definition

The transition to CherryRoad hosting production service levels follows the T17 Interfaces Deployment Go–Live Cutover milestone. At this time, the CherryRoad will implement the I6 Production Service Levels with the State departments.

Acceptance Criteria:

The I6 Production Service Levels deliverable will establish production level SLAs for the following:

~~1.~~6. Disaster Recovery
~~2.~~7. Production Help Desk Response and Resolution Times
~~3.~~8. System Availability
~~4.~~9. Issue Resolution
~~5.~~10. Environment Standards

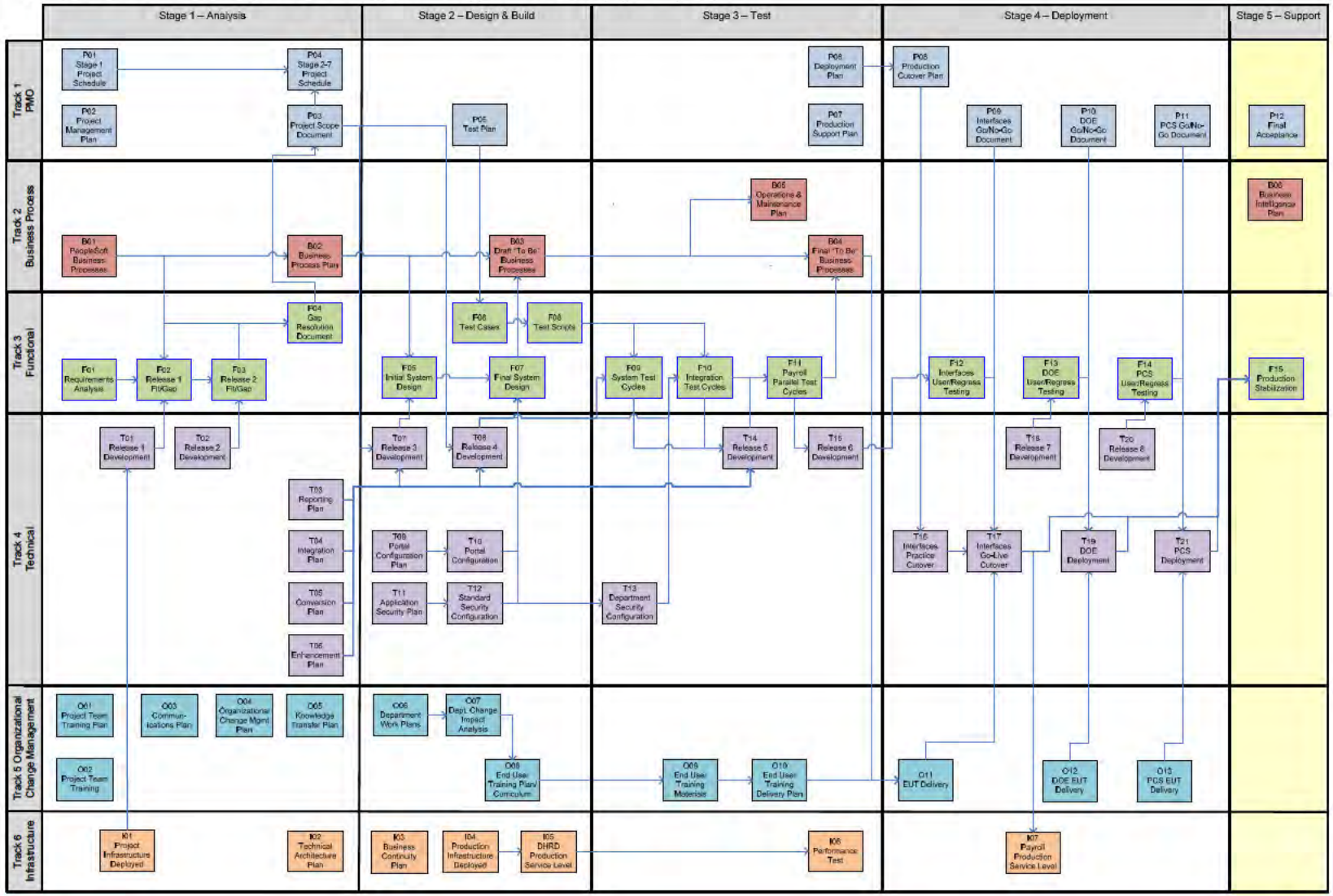
Stage 5 – Support

The fifth stage of the implementation methodology is Stage 5 – Support. Three (~~2~~3) deliverables across the six (6) implementation tracks will be completed by the project team during Stage 5 – Support. The table below lists the Stage 5 – Support deliverables, the implementation track in which they reside, the schedule start and end date, and corresponding deliverables from the RFP.

On the pages that follow we have included a copy of the WBS diagram that highlights the Stage 5 – Support deliverables as well as individual deliverable definitions that provide detail descriptions of the deliverable acceptance criteria.

ID	Deliverable Name	Implementation Track	Start	End	Corresponding RFP Deliverable(s)
P12	Final Acceptance	Track 1 - Project Management	2/19/18	3/2/18	Final System Acceptance Documented
B06	Business Intelligence Plan	Track 2 - Business Process	1/1/18	1/26/18	Business Intelligence Plan
F15	Production Stabilization	Track 3 - Functional	12/4/17	3/2/18	

State of Hawaii EPS Project WBS Diagram – Payroll Phase, Stage 5 - Support



P124 Final Acceptance Deliverable Definition

The P12 Final Acceptance deliverable documents the State's acknowledgment of the satisfactory completion of the CherryRoad assigned conditions, per the P9 Interfaces Deployment Go/No-Go Document, P10 DOE Deployment Go/No-Go Document, and P11 PCS Deployment Go/No-Go Document deliverables. In so doing the State acknowledges final acceptance of the PeopleSoft system deployment.

Acceptance Criteria:

The P12 Final Acceptance deliverable lists the conditions identified in the P9, P10, and P11 document deliverables with an assigned status of "complete." The deliverable acknowledges the completion of CherryRoad assigned project tasks and obligations for the PeopleSoft deployment. CherryRoad will also complete a project closeout report as part of the P12 Final Acceptance deliverable. The report will include a final traceability report as well as a reconciliation of the deliverables, issues, and SOW requirements.

B6 Business Intelligence Plan Deliverable Definition

The B6 Business Intelligence Plan will describe the Business Analysis activities completed to date by the State. The document will lay out the plan for the State to procure and implement an Oracle OBIEE/OBIA Business Intelligence (BI) / Data Warehouse (DW) solution.

Acceptance Criteria:

The B6 Business Intelligence Plan will be an MS Word document that outlines a detailed plan to procure and implement an Oracle OBIEE/OBIA solution.

F15 Production Stabilization Deliverable Definition

Following the PeopleSoft system deployments, there will be a production stabilization period during the Support Stage of the project, where CherryRoad resources will provide onsite production support as defined by the staffing plan. The CherryRoad team will follow the production support standards and procedures defined by the P7 Production Support Plan to resolve production issues in order of priority. During the F14 Production Stabilization Period, the CherryRoad team will complete the resolution of the open items listed in the P9 Interfaces Deployment Go/No-Go Document, P10 DOE Deployment Go/No-Go Document, and P11 PCS Deployment Go/No-Go Document deliverables.

Acceptance Criteria:

The Production Stabilization Period deliverable is complete when the CherryRoad production stabilization support period defined in the P7 Production Support Plan has ended, the list of open items in the P9, P10, and P11 deliverables have been resolved or agreed to transfer responsibility for resolution to the State team, and CherryRoad can demonstrate the total CherryRoad staff production support participation is consistent with the approach defined in CherryRoad Staffing Plan.

Attachment 10-2: Deployment Plan

The following is the high-level Deployment Plan for the State of Hawaii EPS Implementation. A comprehensive Deployment Plan will be developed during Stage 3 – Test of the project. This initial plan includes the objectives, scope of deliverables, timeline, and deliverable definitions related to the overall Deployment effort.

Deployment Plan Objectives

The CherryRoad implementation approach begins accounting for the challenges of transitioning the State to the new PeopleSoft HCM system during Stage 3 – Test, and continues executing deliverables to support transition through Stage 4 – Deployment~~ and Stage 6 – Deployment PCS~~. While the successful execution of all implementation deliverables affects the transition of the system, the deliverables listed in this document are central to the CherryRoad Deployment approach.

Deployment Plan Scope

For each project phase, the project team will complete a similar series of Deployment related deliverables. The table below lists the ten~~fourteen~~ (10~~4~~) project deliverables that will support the Deployment efforts at the State of Hawaii for the Payroll Process Phase.

ID	Deliverable Name	Implementation Stage	Purpose
P6	**Deployment Plan**	Stage 3 – Test	Identifies the dependencies for initiating the PeopleSoft system cutover to production, the tasks included in the cutover process, and the post go-live cutover processes
P7	**Production Support Plan**	Stage 3 – Test	Defines the stabilization period team members, organization structure, scope of activities, support procedures, and communication channels
B5	**Operations & Maintenance Plan**	Stage 3 – Test	Defines the long term operations policies and procedures including organization structure, scope of support activities, help desk procedures, and communication channels
I4	**Production Infrastructure Deployed**	Stage 3 – Test	Deployment of the production hosting environment prior to scheduled performance and payroll validation testing activities
P8	**Production Cutover Plan**	Stage 4 – Deployment	Detailed list of project tasks, including data conversion, configuration migration, infrastructure setup, department system updates, and communications, that must be executed to transition the Interface departments to the PeopleSoft HCM production system

ID	Deliverable Name	Implementation Stage	Purpose
T16	**Interfaces Deployment Practice Cutover**	Stage 4 – Deployment	The project team executes each of the tasks in the Interfaces Deployment Production Cutover Plan in a non-production environment to verify the accuracy of the plan, and make adjustments to the plan if necessary
T17	**Interfaces Deployment Go Live Cutover**	Stage 4 – Deployment	The project team executes each of the tasks in the Interfaces Deployment Production Cutover Plan in the Production Environment, marking the successful Interfaces Deployment Go-Live.
I~~7~~6	**Implement Production Service Levels**	Stage 4 – Deployment	For the final step in transitioning to a production environment, the deliverable marks the implementation of the CherryRoad hosting production service level agreements, and the corresponding methods of measuring the SLAs
~~P10~~	~~**DOE Deployment Prod Cutover Plan**~~	~~Stage 5 – Deployment DOE~~	~~Detailed list of project tasks, including data conversion, configuration migration, infrastructure setup, department system updates, and communications, that must be executed to transition the DOE to the PeopleSoft HCM production system~~
~~T18~~	~~**DOE Deployment Practice Cutover**~~	~~Stage 5 – Deployment DOE~~	~~The project team executes each of the tasks in the DOE Deployment Production Cutover Plan in a non-production environment to verify the accuracy of the plan, and make adjustments to the plan if necessary~~
T19	**DOE Deployment Go Live Cutover**	Stage 4 – Deployment	The project team executes each of the tasks in the DOE Deployment Production Cutover Plan in the Production Environment, marking the successful DOE Deployment Go-Live.
~~P12~~	~~**PCS Deployment Prod Cutover Plan**~~	~~Stage 6 – Deployment PCS~~	~~Detailed list of project tasks, including data conversion, configuration migration, infrastructure setup, department system updates, and communications, that must be executed to transition PCS to the PeopleSoft HCM production system~~
~~T20~~	~~**PCS Deployment Practice Cutover**~~	~~Stage 5 – Deployment PCS~~	~~The project team executes each of the tasks in the PCS Deployment Production Cutover Plan in a non-production environment to verify the accuracy of the plan, and make adjustments to the plan if necessary~~
T21	**PCS Deployment Go Live Cutover**	Stage 4 – Deployment	The project team executes each of the tasks in the PCS Deployment Production Cutover Plan in the Production Environment, marking the successful PCS Deployment Go-Live.

Deployment Timeline

The deliverables listed in the Deployment Plan Scope are included in the schedule below. The start and end dates are estimates to be updated by the P1 Stage 1 Project Schedule and P2 Stage 2-5 Project Schedule deliverables.

					Analysis				Design & Build				Test			Deploy					Support		
ID	Deliverable Name	Implementation Track	Start	End	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018
I04	Production Infrastructure Deployed	Track 6 - Infrastructure	1/23/17	2/3/17																			
P06	Deployment Plan	Track 1 - Project Management	4/10/17	5/5/17																			
B05	Operations & Maintenance Plan	Track 2 - Business Process	5/8/17	6/2/17																			
P07	Production Support Plan	Track 1 - Project Management	5/8/17	6/2/17																			
P08	Production Cutover Plan	Track 1 - Project Management	6/19/17	6/30/17																			
T16	Interfaces Deployment Practice Cutover	Track 4 - Technical	7/3/17	7/7/17																			
T17	Interfaces Deployment Go Live Cutover	Track 4 - Technical	7/24/17	8/4/17																			
I07	Payroll Produc ion Service Levels	Track 6 - Infrastructure	8/7/17	8/11/17																			
T19	DOE Deployment Go Live Cutover	Track 4 - Technical	9/25/17	10/6/17																			
T21	PCS Deployment Go Live Cutover	Track 4 - Technical	11/27/17	12/8/17																			

Deployment Plan activities will begin in Stage 3 - Test with the development of the P6 Deployment Plan, and will continue through Stage 4 – Deployment with the completion of the T21 PCS Deployment Go Live Cutover deliverable.

Deployment Deliverable Definitions

Deliverable definitions for the fourteen (14) project deliverables that will support the Deployment efforts are included below. The deliverable definitions are organized by implementation stage.

Stage 3 - Test

For Stage 3 – Test the following four deliverables will support the Deployment process.

P6 Deployment Plan Deliverable Definition

The P6 Deployment Plan outlines the CherryRoad and State activities to transition to the PeopleSoft production systems. The plan will identify all of the dependencies for initiating the cutover to production, the production migration itself, and the post–implementation processes that must be executed to stabilize the deployment.

Acceptance Criteria:

The P6 Deployment Plan is a narrative plan, outlining the approach for deploying the PeopleSoft system into the production environment. The P6 Deployment Plan will include the following:

1. Tasks and dependencies for implementing the production infrastructure
2. Data conversion sequencing including extract generation and data load
3. Application Configuration management through the completion of the cutover activities
4. Security and Portal Configuration management through the completion of the cutover activities
5. Step–by–step tasks for completing the final RICE development object migrations
6. Department deployment considerations
7. Communication channels to follow during the Go–Live cutover

P7 Production Support Plan Deliverable Definition

The P7 Production Support Plan deliverable defines the support structure, roles, methods, policies, and procedures for managing the State's production environment during the initial Stage 7 – Support period. The deliverable defines the State's approach to transitioning from an implementation Project Team to a Project Team that supports stabilization of the system.

Acceptance Criteria:

The P7 Production Support Plan will provide planning and direction for the project team for the Support Stage of the project. The Support Stage will be a three month period. The deliverable document will include the following:

1. Objectives of the support stage
2. Scope of the support stage activities
3. Team organization and roles
4. Use of department team members
5. Types of support services

6. Out of scope support
7. Incident and problem management
8. Defect management / governance
9. Staffing plan and domain areas of expertise
10. Watch areas
11. Short term communication plans
12. Knowledge transfer and preparation for long term support

B5 Operations and Maintenance Plan Deliverable Definition

The B5 Operations and Maintenance Plan deliverable defines the long-term support structure, roles, governance, and methods for managing the State's production environment following the short-term Stage 7 - Support stabilization period. The deliverable also defines the State's approach to transitioning from a stabilization organization structure to a long–term production support organization.

Acceptance Criteria:

The B5 Operations and Maintenance Plan will define the following long term production support policies and procedures:

9. Production support organization structure
10. Business process governance and system governance
11. Organization RASCI chart defining stakeholder roles in supporting the system
12. Policies and procedures on system operations
13. Help desk policies and procedures
14. Portfolio management including intake of requests for new features and setting priorities
15. Review and decision making process for requests for new features
16. System related communications

I4 Production Infrastructure Deployed Deliverable Definition

The I4 Production Infrastructure Deployed deliverable is the completed setup and availability of the required technology components of the PeopleSoft environments that will allow the project team to initiate the performance testing and Deployment Stage activities including the T16 Interfaces Deployment Practice Cutover and T17 Interfaces Deployment Go–Live Cutover.

Acceptance Criteria:

The deliverable is complete when the Production Infrastructure is deployed and the environments required for the performance testing and deployment stage activities are available for the project team's use. Following the production environments build, CherryRoad will complete an environment build checklist to demonstrate each component of the production infrastructure is available and functioning as expected.

Stage 4 – Deployment

For Stage 4 – Deployment Interfaces, Stage 5 – Deployment DOE, and Stage 6 - Deployment PCS the following four deliverables will support the deployment process.

P8 Interfaces Deployment Production Cutover Plan Deliverable Definition

Prior to both the T16 Interfaces Deployment Practice Cutover and T17 Interfaces Deployment Go–Live Cutover cycles, the project team will develop a step–by–step cutover plan for migrating the data and metadata from the non–production environments into the production environment. The P8 Interface Deployment Production Cutover Plan deliverable will include a summary timeline and a detailed cutover schedule.

Acceptance Criteria:

The P8 Interfaces Deployment Production Cutover Plan will account for each task needed to complete the migration to production, and the sequence of events that must be followed to complete the migration successfully. The cutover tasks will be organized by:

1. Project/Department Communications
2. Business Activities (e.g. AP Cutoff, PO Cutoff, etc.)
3. Infrastructure Setup
4. Development Migration
5. Configuration Migration
6. Data Conversion
7. Security Migration
8. Department System Updates

The deliverable will include an MS Project schedule. For all tasks required to complete the go live, the schedule will include:

1. Start date/time
2. End date/time
3. Primary resource assigned
4. Secondary resource assigned
5. Predecessor tasks
6. Comments

T16 Interfaces Deployment Practice Cutover Deliverable Definition

The T16 Interfaces Deployment Practice Cutover deliverable marks the completion of each task identified in the corresponding P8 Production Cutover Plan for the practice cutover cycle in a non-production environment.

Acceptance Criteria:

The acceptance criteria for this deliverable are the successful completion and documentation of each task in the corresponding P8 Production Cutover Plan. For each task in the plan, the actual results will be captured including:

1. Task status
2. Failures and mitigation actions
3. Actual resource assigned
4. Actual completion date/time
5. Comments

T17 Interfaces Deployment Go-Live Cutover Deliverable Definition

The T17 Go–Live Cutover deliverable marks the completion of each task identified in the corresponding P8 Production Cutover Plan in the production environment.

Acceptance Criteria:

The acceptance criteria for this deliverable are the successful completion and documentation of each task in the corresponding P8 Production Cutover Plan. For each task in the plan, the actual results will be captured including:

1. Task status
2. Actual resource assigned
3. Actual completion date/time
4. Comments

During the execution of the T17 Interfaces Deployment Go–Live Cutover, the project team will provide constant real time communications to the State user community regarding status and issues. The communication methods will be consistent with the O3 Communications Plan.

A T19 DOE Deployment Go-Live Cutover deliverable and T21 PCS Deployment Go-Live Cutover deliverable will be completed in a similar fashion for their respective Payroll Process Phase deployments.

I7 Implement Production Service Levels Deliverable Definition

The transition to CherryRoad hosting production service levels follows the T17 Interfaces Deployment Go–Live Cutover milestone. At this time, the CherryRoad will implement the I7 Production Service Levels with the State departments.

Acceptance Criteria:

The I6 Production Service Levels deliverable will establish production level SLAs for the following:

1. Disaster Recovery
2. Production Help Desk Response and Resolution Times
3. System Availability
4. Issue Resolution
5. Environment Standards

Attachment 10-3: Data Conversion Plan

The following is the high-level Data Conversion Plan for the State of Hawaii EPS Implementation. A comprehensive Data Conversion Plan will be developed during Stage 1 – Analysis of the project. This initial plan includes the objectives, scope of deliverables, timeline, and deliverable definitions related to the overall Data Conversion effort.

Data Conversion Objectives

As with all PeopleSoft HCM implementations, the fundamental goal of the conversion effort is to convert all necessary data from the legacy system(s) in order to calculate the correct gross pay, net pay, deduction balances and tax balances in the PeopleSoft system at go-live. ~~To accomplish this goal the project team will need to determine from what system we will extract the necessary data in order to transform and load that data into the PeopleSoft system. While we assume DAGS is the system of record for payroll information, we anticipate the department systems will contain much of the employee and benefit information that must be converted and/or interfaced into PeopleSoft to correctly calculate pay.~~

To estimate the scope of conversions, first we list the conversions that we need to meet the goals of calculate gross pay, net pay, deduction balances, and tax balances in PeopleSoft. Second, we determine the level of effort based on the number of variations of the conversion programs that we will need due to both the number of source systems we will be converting from and the variations in business requirements across the State. Based on this approach, we have arrived at the scope of conversion development included in the table below.

No.	Conversion Program	LOE	Legacy System
1	Salary Schedules	High	DAGS - Payroll Master Employee Information
2	Personal Data	High	DAGS - Payroll Master Employee Information
3	Position Data	High	DAGS - Payroll Master Employee Information
4	Job Data	Very High	DAGS - Payroll Master Employee Information
5	Job Data (MCOP)	High	DAGS - Payroll Master Employee Information
6	Leave Balances	Very High	Department Systems
7	Health Benefits	Medium	DAGS - Payroll Master Employee Information
8	Savings Plans	Medium	DAGS - Payroll Master Employee Information
9	Life AD benefits	Medium	DAGS - Payroll Master Employee Information
10	Disability Benefits	Medium	DAGS - Payroll Master Employee Information
11	Simple Benefits	Medium	DAGS - Payroll Master Employee Information
12	Retirement Benefits	Medium	DAGS - Payroll Master Employee Information
13	Additional Pay	High	DAGS - Payroll Master Employee Information
14	Direct Deposit	Low	DAGS – Electronic Fund transfer
15	Immunization Data Conversion	Low	Department systems
16	Emergency Contacts	Low	Department systems
17	General Deductions	Medium	DAGS - Payroll Master Employee Information

No.	Conversion Program	LOE	Legacy System
18	General Deductions (DNP)	Medium	DAGS - Payroll Master Employee Information
19	General Deductions (Workers Comp)	Medium	DAGS - Payroll Master Employee Information
20	Garnishments	High	DAGS - Payroll Master Employee Information
21	Department Budget Table	High	DAGS - Payroll Master Employee Information
22	Deduction and Tax Balance	Medium	DAGS – Employee Balance information
23	Earnings Balance & Special Accumulator	Medium	DAGS – Employee Balance information
24	Check Balance	Low	DAGS – Employee Balance information
25	Employee Tax Data	Medium	DAGS - Payroll Master Employee Information
26	Dependent Benefits	Medium	DAGS - Payroll Master Employee Information

Data Conversion Scope

For each project phase, the project team will complete a similar series of Data Conversion related deliverables. The table below lists the fourteen (14) project deliverables that will support the Data Conversion efforts at the State of Hawaii for the Payroll Process Phase.

ID	Deliverable Name	Implementation Stage	Purpose
T1	**Release 1 Conversion**	Stage 1 – Analysis	Utilize Conversion Center Tool to "Fast Track" conversion for subset of Job Data, Personal Data, and Additional Pay to improve the effectiveness of the Release 1 Fit/Gap Analysis work sessions
T2	**Release 2 Integration**	Stage 1 – Analysis	Utilize Conversion Center Tool to "Fast Track" conversion for subset of Job Data, Personal Data, and Additional Pay to improve the effectiveness of the Release 2 Fit/Gap Analysis work sessions
F4	**Gap Resolution Document**	Stage 1 – Analysis	Defines the source system extracts and conversion methods to resolve conversion related gaps that resulted from the Fit/Gap Analysis work sessions
P3	**Project Scope Document**	Stage 1 – Analysis	Establishes the Payroll Process Phase data conversion scope including the source system extracts requirements
T5	**Conversion Plan**	Stage 1 – Analysis	Defines the methods for cleansing, extracting, and converting legacy data into the PeopleSoft system for each of the data conversion items included in the P3 Project Scope Document deliverable
T7	**Release 3 Development**	Stage 2 – Design & Build	Includes the design, development and unit testing of the data conversion programs assigned to the Release 3 Development cycle

ID	Deliverable Name	Implementation Stage	Purpose
T8	**Release 4 Development**	Stage 2 – Design & Build	Includes the design, development and unit testing of the data conversion programs assigned to the Release 4 Development cycle
F6	**Final System Design**	Stage 2 – Design & Build	Marks the completion of the Payroll Process Phase design including all data conversion items included in the P3 Project Scope document deliverable
F9	**System Test Cycles**	Stage 3 – Test	Data is converted into the test environment, and executed test scripts validate the accuracy of the conversion results against all components of the PeopleSoft system
T14	**Release 5 Development**	Stage 3 – Test	Fixes are developed for conversion program issues identified during the System Test Cycles. Unit testing is conducted to confirm the conversions are ready for Integration Testing.
F10	**Integration Test Cycles**	Stage 3 – Test	Data is converted into the test environment, and executed test scripts validate the accuracy of the conversion results against all end-to-end business processes including departmental and third-party system integration
T15	**Release 6 Development**	Stage 3 – Test	Fixes are developed for conversion program issues identified during the Integration Test Cycles. Unit testing is conducted to confirm the conversions are ready for Payroll Validation Testing.
F11	**Payroll Parallel Test Cycles**	Stage 4 – Deployment	Using converted Interface department data, the project team executes four parallel payroll processes in PeopleSoft HCM, comparing the results with legacy payroll extracts after each process
T17	**Interfaces Deployment Go-Live Cutover**	Stage 4 – Deployment	The final step in the conversion process for the Stage 4 Interfaces deployment is to complete the conversion activities included in the Interfaces Deployment Go-Live Cutover
~~**F12**~~	~~**DOE Deployment Payroll Validation Testing**~~	~~Stage 5 – Deployment DOE~~	~~Using converted DOE data, the project team executes four parallel payroll processes in PeopleSoft HCM, comparing the results with legacy payroll extracts after each process~~
~~**T19**~~	~~**DOE Deployment Go Live Cutover**~~	~~Stage 5 – Deployment DOE~~	~~The final step in the conversion process for the Stage 5 DOE deployment is to complete the conversion activities included in the DOE Deployment Go Live Cutover~~
~~**F13**~~	~~**PCS Deployment Payroll Validation Testing**~~	~~Stage 6 – Deployment PCS~~	~~Using converted PCS data, the project team executes four parallel payroll~~

ID	Deliverable Name	Implementation Stage	Purpose
			~~processes in PeopleSoft HCM, comparing the results with legacy payroll extracts after each process~~
~~T21~~	~~**PCS Deployment Go Live Cutover**~~	~~Stage 6 – Deployment PCS~~	~~The final step in the conversion process for the Stage 5 PCS deployment is to complete the conversion activities included in the PCS Deployment Go Live Cutover~~

Data Conversion Timeline

The deliverables listed in the Data Conversion Plan Scope are included in the schedule below. The start and end dates are estimates to be updated by the P1 Stage 1 Project Schedule and P2 Stage 2-~~7~~5 Project Schedule deliverables.

					Analysis				Design & Build				Test			Deploy					Support		
ID	Deliverable Name	Implementation Track	Start	End	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018
T01	Release 1 Development	Track 4 - Technical	9/5/16	9/30/16																			
T02	Release 2 Development	Track 4 - Technical	10/3/16	11/4/16																			
F04	Gap Resolution Document	Track 3 - Functional	11/7/16	12/2/16																			
P03	Project Scope Document	Track 1 - Project Management	11/7/16	12/2/16																			
T05	Conversion Plan	Track 4 - Technical	11/7/16	12/2/16																			
T07	Release 3 Development	Track 4 - Technical	12/5/16	1/13/17																			
T08	Release 4 Development	Track 4 - Technical	1/16/17	3/10/17																			
F07	Final System Design	Track 3 - Functional	2/27/17	3/17/17																			
T14	Release 5 Development	Track 4 - Technical	3/13/17	4/28/17																			
F09	System Test Cycles	Track 3 - Functional	3/27/17	4/14/17																			
F10	Integration Test Cycles	Track 3 - Functional	4/17/17	5/12/17																			
T15	Release 6 Development	Track 4 - Technical	5/1/17	6/16/17																			
T17	Interfaces Deployment Go Live Cutover	Track 4 - Technical	7/24/17	8/4/17																			

Data Conversion Plan activities will begin in Stage 1 - Analysis with the completion of the T1 Release 1 ~~Conversion~~ Development deliverable, and will continue through Stage ~~4~~6 – Deployment ~~PCS~~ with the completion of the T17~~21~~ Interfaces~~PCS~~ Deployment Go-Live Cutover deliverable.

Data Conversion Deliverable Definitions

Deliverable definitions for the fourteen (14) project deliverables that will support the Data Conversion efforts are included below. The deliverable definitions are organized by implementation stage.

Stage 1 - Analysis

For Stage 1 - Analysis the following five deliverables will support the Data Conversion effort.

T1 Release 1 Conversion Deliverable Definition

During the F1 Requirements Analysis the project team will determine the scope of data conversions to be included in the F2 Release 1 Fit/Gap Analysis work sessions. The CherryRoad Technical Manager will provide template data extract files for the State to provide a subset of data to populate the Release 1 configuration. The CherryRoad technical team will utilize the CherryRoad Conversion Center tool to convert the State legacy data into the Release 1 environment. The T1 Release 1 Conversion deliverable includes unit testing of the designated Release 1 conversions, and is a predecessor to the F2 Release 1 Fit/Gap Analysis deliverable.

Acceptance Criteria:

The T1 Release 1 Conversion effort will include the following steps for each of the Release 1 conversion programs:

1. Legacy data extract templates will be provided to the State technical team
2. Prerequisite steps for the T1 Release 1 Conversions will be completed
3. Legacy data files will be collected from the State technical team
4. Conversion Tracker delivered conversion programs will load the legacy data
5. Legacy data is validated in the PeopleSoft system

Each T1 Release 1 Conversion program will be developed and unit tested prior to loading the converted data into the Release 1 configuration environment. The final T1 Release 1 Conversion deliverable will list the Release 1 conversions and the unit test results.

T2 Release 2 Integration Deliverable Definition

During the F1 Requirements Analysis the project team will determine the scope of application integration to be included in the F3 Release 2 Configuration and Fit/Gap Analysis work sessions. The CherryRoad technical team will configure the portal and Oracle integration technologies to ensure the end–to–end process can be run and populate the Release 2 configuration. The T2 Release 2 Integration deliverable includes unit testing of the designated Release 2 integrations, and is a predecessor to the F3 Release 2 Fit/Gap Analysis deliverable.

Acceptance Criteria:

The T2 Release 2 Integration effort will include the following steps for each of the Release 2 Integration:
1. Prerequisite steps for the T2 Release 2 Integrations will be completed
2. T2 Release 2 Integrations will be processed to success
3. T2 Release 2 Integration test results will be validated

The final T2 Release 2 Integration deliverable will list the Release 2 integrations and the unit test results.

F4 Gap Resolution Document Deliverable Definition

Following the Release 1 and Release 2 Fit/Gap Analysis work sessions, the project team will produce a gap list by functional area. The project team will produce an F4 Gap Resolution Document. For each gap, the project team will present a recommendation and possible alternative options to resolve the gap. Gap resolutions may include, but are not limited to, business process change, configuration change, or software development (enhancements, reports, interfaces, etc.).

Acceptance Criteria:

This deliverable is prepared following the F2 Release 1 Fit/Gap Analysis and F3 Release 2 Fit/Gap Analysis work sessions. The deliverable is considered complete when each of the State gaps has been documented in the Implementation Tracker. The deliverable will include the following information for each of the gaps:

1. State requirement
2. Gap description and clarifying comments
3. A priority rating and general magnitude of the gap
4. The gap resolution options
5. The gap resolution recommendation
6. The estimate of mitigating the gap (functional, technical, testing, change management, training)

P3 Project Scope Document Deliverable Definition

A P3 Project Scope Document deliverable is completed for each project phase. The deliverable is an MS Word document that lists the application features and technical development that will be included in that phase of the project. The P3 Project Scope Document deliverable is completed following the State's approval of the F4 Gap Resolution Document. The deliverable is a predecessor to the P4 Stage 2 – 5 Project Schedule.

Acceptance Criteria:

The P3 Project Scope Document will list each of the PeopleSoft application functions, RICE (Reports, Integrations, Conversions, and Enhancements) objects, and technical configuration such as Portal and Security that will be implemented during that project phase. The deliverable will categorize the scope of work as follows:

1. PeopleSoft Application Functions
2. Data Conversions
3. Integrations
4. Enhancements
5. Reports
6. Portal
7. Security

For each category, the P3 Project Scope Document will list the specific requirements that will be implemented in that project phase. The P3 Project Scope Document will also list any known application functionality or RICE objects being deferred to a later phase.

T5 Conversion Plan Deliverable Definition

The T5 Conversion Plan will outline and describe in detail the tasks that will be performed to handle the State's conversion requirements. The deliverable will describe how conversions for different data sets will be handled, how the testing will be performed and also define any dependency between the data cleansing effort and the related conversions.

Acceptance Criteria:

The T5 Conversion Plan will be an MS Word document that outlines a detailed plan to handle data conversion for the State Project. The document will address:

1. List and description of all known conversions
2. Description of Conversion Center methodology
3. Creation and maintenance of data crosswalks and transformation
4. Dependency between conversion and data cleansing activities
5. Conversion testing
6. Conversion exit criteria
7. Data cleansing approach

Stage 2 – Design & Build

For Stage 2 – Design & Build the following three deliverables will support the Data Conversion effort.

T7 Release 3 Development Deliverable Definition

Following the completion of the F4 Gap Resolution document, and in parallel with the review and approval of the P3 Project Scope Document deliverable, the CherryRoad Technical Manager and the State Technical Lead will develop a schedule for the planned development items including reports, interfaces, conversions, and enhancements (RICE). The development schedule will be divided into six (6) development releases in addition to Release 1 and Release 2. T7 Release 3 Development will include the first set of RICE development items that will be programmed; unit tested, and migrated to the configuration environment. The T7 Release 3 Development deliverable is a predecessor to the F5 Initial System Design deliverable.

Acceptance Criteria:

Prior to the start of Release 3 Development, the CherryRoad Technical Manager will produce a Release 3 Development Schedule, which will include the reports, interfaces, conversions, and enhancements to be included in Release 3. For each development item, the schedule will designate whether CherryRoad developers or State developers will be assigned.

For each RICE development item, a specification including both technical and functional elements will be written, submitted, and approved in the Implementation Tracker. Each development item will be developed and unit tested prior to being migrated to the configuration environment where it will be incorporated into the F5 Initial System Design work sessions.

The final T7 Release 3 Development deliverable will list all development items from the Release 3 Development Schedule, and the document will reference the corresponding specifications and unit test results.

T8 Release 4 Development Deliverable Definition

Following the completion of the F4 Gap Resolution document, and in parallel with the review and approval of the P3 Project Scope Document deliverable, the CherryRoad Technical Manager and the State Technical Lead will develop a schedule for the planned development items including reports, interfaces, conversions, and enhancements (RICE). The development schedule will be divided into six (6) development releases in addition to Release 1 and Release 2. T8 Release 4 Development will include the second set of RICE development items that will be programmed; unit tested, and migrated to the configuration environment. The T8 Release 4 Development deliverable is a predecessor to the F7 Final System Design deliverable as well as the F9 System Test and F10 Integration Test Cycles.

Acceptance Criteria:

Prior to the start of Release 4 Development, the CherryRoad Technical Manager will produce a Release 4 Development Schedule, which will include the reports, interfaces, conversions, and enhancements to be included in Release 4. For each development item, the schedule will designate whether CherryRoad developers or State developers will be assigned.

For each RICE development item, a specification including both technical and functional elements will be written, submitted, and approved in the Implementation Tracker. Each development item will be developed and unit tested prior to being migrated to the configuration environment where it will be incorporated into the F6 Final System Design work sessions.

The final T8 Release 4 Development deliverable will list all development items from the Release 4 Development Schedule, and the document will reference the corresponding specifications and unit test results.

F7 Final System Design Deliverable Definition

The F7 Final System Design deliverable is a document and project milestone marking the completion of the application configuration for all departments and the scheduled development of the Release 4 RICE development items. The project team will conduct a series of system demonstrations to show how the configured application meets the State requirements and the gap resolutions. Completion of the F7 Final System Design deliverable will serve as entrance criteria for the project team to begin the F9 System Test and complete the B3 Draft "To Be" Business Processes deliverables.

Acceptance Criteria:

The deliverable will document the application functionality by functional area that will be implemented by the State. For each functional area the deliverable will include the following:

7. Application functions being implemented
8. Related application configuration design decisions
9. Related report, interface, conversion, and enhancement design decisions
10. Enterprise design considerations
11. Departmental design considerations
12. Outstanding application design issues

The deliverable is considered complete following the completion of the schedule system demonstrations, and the submission and approval of the F7 Final System Design document.

Stage 3 - Test

For Stage 3 – Test the following four deliverables will support the Data Conversion effort.

F9 System Test Cycles Deliverable Definition

System test is the formal testing of all individual components, as well as module–to–module components within the PeopleSoft system. The purpose of the F9 System Test Cycles is to confirm that all components within the PeopleSoft system work as expected. F9 System Test Cycles will include testing of the application configuration, data conversion, and enhancements listed in the P3 Project Scope document.

Acceptance Criteria:

The scope, participants, and schedule of F9 System Test Cycles will follow the system test approach established by the P5 Test Plan deliverable. Each system test cycle is complete when:

4. All system test scripts scheduled for the test cycle have been executed or placed "On Hold" by the State and CherryRoad project managers and the results have been recorded in the Implementation Tracker
5. All issues have been recorded in the Implementation Tracker
6. No critical issue uncovered during system test cycle remain open

T14 Release 5 Development Deliverable Definition

Following the completion of the F4 Gap Resolution document, and in parallel with the review and approval of the P3 Project Scope Document deliverable, the CherryRoad Technical Manager and the State Technical Lead will develop a schedule for the planned development items including reports, interfaces, conversions, and enhancements (RICE). The development schedule will be divided into six (6) development releases in addition to Release 1 and Release 2. T14 Release 5 Development will include the third set of RICE development items that will be programmed; unit tested, and migrated to the configuration environment. The T14 Release 5 Development deliverable is a predecessor to the F11 Payroll Parallel Test Cycles deliverable.

Acceptance Criteria:

Prior to the start of Release 5 Development, the CherryRoad Technical Manager will produce a Release 5 Development Schedule, which will include the reports, interfaces, conversions, and enhancements to be included in Release 5. For each development item the schedule will designate whether CherryRoad developers or State developers will be assigned.

For each RICE development item, a specification including both technical and functional elements will be written, submitted, and approved in the Implementation Tracker. Each development item will be developed and unit tested prior to being migrated to the configuration environment where it will be incorporated into the F11 Payroll Parallel Test Cycles.

The final T14 Release 5 Development deliverable will list all development items from the Release 5 Development Schedule, and the document will reference the corresponding specifications and unit test results.

F10 Integration Test Cycles Deliverable Definition

Integration test is the formal testing of the complete integrated system, including interfaces between the PeopleSoft system, department side systems, and third party systems. The purpose of the F10 Integration Test Cycles is to confirm that all components fit together in a production environment and there are no gaps in the data flow. F10 Integration Test Cycles will include testing of the application configuration, data conversion, enhancements, interfaces, and reports listed in the P3 Project Scope document.

Acceptance Criteria:

The scope, participants, and schedule of the F10 Integration Test Cycles will follow the approach established by the P5 Test Plan deliverable. Each integration test cycle is complete when:

1. All integration test scripts scheduled for the test cycle have been executed or placed "On Hold" by the State and CherryRoad project managers, and the results have been recorded in the Implementation Tracker
2. All issues have been recorded in the Implementation Tracker
3. No critical issue uncovered during the integration test cycle remain open

T15 Release 6 Development Deliverable Definition

Following the completion of the F4 Gap Resolution document, and in parallel with the review and approval of the P3 Project Scope Document deliverable, the CherryRoad Technical Manager and the State Technical Lead will develop a schedule for the planned development items including reports, interfaces, conversions, and enhancements (RICE). The development schedule will be divided into six~~four~~ (4~~6~~) development releases in addition to Release 1 and Release 2. T15 Release 6 Development will include the fourth and last set of RICE development items that will be programmed; unit tested, and migrated to the configuration environment. The T15 Release 6 Development deliverable is a predecessor to the F12 Interfaces Deployment User and Regression Testing deliverable.

Acceptance Criteria:

Prior to the start of Release 6 Development, the CherryRoad Technical Manager will produce a Release 6 Development Schedule, which will include the reports, interfaces, conversions, and enhancements to be included in Release 6. For each development item the schedule will designate whether CherryRoad developers or State developers will be assigned.

For each RICE development item, a specification including both technical and functional elements will be written, submitted, and approved in the Implementation Tracker. Each development item will be developed and unit tested prior to being migrated to the configuration environment where it will be incorporated into the F12 Interfaces Deployment User and Regression Testing.

The final T15 Release 6 Development deliverable will list all development items from the Release 6 Development Schedule, and the document will reference the corresponding specifications and unit test results.

Stage 4 – Deployment

For Stage 4 – Deployment following deliverable~~s~~ will support the Data Conversion effort.

~~F11 Interfaces Deployment Payroll Validation Testing Deliverable Definition~~

~~F11 Interfaces Deployment Payroll Validation Testing is the formal payroll parallel testing for the interfaces deployment. The scope of payroll parallel testing is to test the payroll calculation for four designated pay periods in the PeopleSoft system, and compare that payroll calculation to the legacy system payroll calculation. For each pay cycle, the project team will extract a full set of pay period data from the DAGS legacy payroll system. The data will be loaded into the CherryRoad Payroll Validation tool. The project team will then run a full payroll processing in the PeopleSoft HCM system. The team will include State and CherryRoad personnel to perform a validation of the test results. The project team will reconcile all pay calculation variances.~~

~~Execution of the payroll parallel test cycle run will consist of the following ten major steps:~~

- ~~The project team converts legacy data for the parallel test pay period into HCM~~

- ~~The converted data is validated by the State project team~~
- ~~Any manual changes or updates to legacy information that occur after the data conversion are tracked and captured for replication and reentry into the HCM system~~
- ~~Legacy system payroll is performed~~
- ~~Legacy system payroll data is extracted and loaded into the CherryRoad Payroll Validation tool.~~
- ~~PeopleSoft payroll is executed~~
- ~~PeopleSoft payroll data is analyzed by the CherryRoad payroll Validation Tool.~~
- ~~Variations between legacy and PeopleSoft are documented and classified for issue resolution~~
- ~~The project team resolves the technical issues related to data conversion~~
- ~~The project team resolves processing issues related to the PeopleSoft HCM system~~

~~An F12 DOE Deployment Payroll Validation Testing deliverable and F13 PCS Deployment Payroll Validation Testing deliverable will be completed in a similar fashion for their respective Payroll Process Phase deployments.~~

~~**Acceptance Criteria:**~~

~~The scope, participants, and schedule of payroll validation testing will follow the user testing approach established by the P5 Test Plan deliverable. F11 Interfaces Deployment Payroll Validation Testing is complete when:~~

- ~~The project team has completed the testing and validation of four payroll cycles~~
  - ~~All issues have been recorded in the Implementation Tracker~~
  - ~~No critical issue (as defined by the State PMO) preventing production go-live remain open~~

T17 Interfaces Deployment Go-Live Cutover Deliverable Definition

The T17 Go–Live Cutover deliverable marks the completion of each task identified in the corresponding P8 Production Cutover Plan in the production environment.

Acceptance Criteria:

The acceptance criteria for this deliverable are the successful completion and documentation of each task in the corresponding P8 Production Cutover Plan. For each task in the plan, the actual results will be captured including:

1. Task status
2. Actual resource assigned
3. Actual completion date/time
4. Comments

During the execution of the T17 Interfaces Deployment Go–Live Cutover, the project team will provide constant real time communications to the State user community regarding status and issues. The communication methods will be consistent with the O3 Communications Plan.

Attachment 10-4: Master Test Plan

The following is the high-level Master Test Plan for the State of Hawaii EPS Implementation. A comprehensive Test Plan will be developed during Stage 2 – Design and Build of the project. This initial plan includes the objectives, scope of deliverables, timeline, and deliverable definitions related to the overall Testing effort.

Testing Objectives

The testing approach includes multiple stages of testing. Each stage of testing will have different objectives, participants, schedules and entrance/exit criteria to be documented in the P5 Test Plan deliverable. The following is a list of the test cycles that will be executed for each project phase:

Unit Testing - The purpose of Unit testing is to prove that the system works as designed prior to execution of the formal testing stages. Unit testing validates that each element of the system meets requirements and performs as designed. Functional Unit testing will occur to verify configuration of delivered functionality. Technical Unit testing will occur for all RICE development work done by the technical team to confirm that development efforts match technical specifications and required functionality.

System Testing - The purpose of System testing is to ensure that all module–to–module components within the PeopleSoft system work as expected. Individual business processes are combined and tested in sequence to ensure successful interaction within the PeopleSoft system. System testing occurs during Stage 3 – Test and will commence after Unit testing.

Integration Testing - The purpose of Integration testing is to ensure that all components fit together in a production environment and there are no gaps in the data flow. The complete, integrated system, including departmental and third-party system integration, is tested to evaluate the system's compliance with all of the specified requirements. Integration testing occurs during Stage 3 – Test and will commence after System testing.

User Testing - The purpose of User Testing is to confirm the PeopleSoft system is production ready from an end–user perspective. User testing occurs during Stage 3 – Test, and will commence after Integration testing.

Performance Testing - The purpose of Performance Testing is to ensure the production infrastructure is ready to meet the service levels required by the State. The Performance test cycles will be performed by the CherryRoad hosting team and will include performance, disaster recovery, intrusion and other architecture and security related tests. Performance testing occurs during Stage 4 – Deployment Interfaces, prior to the Go-Live Cutover activities.

Payroll ~~Validation Testing (~~Parallel Testing~~)~~ - The purpose payroll ~~validation~~ parallel testing is to test the payroll calculation in the PeopleSoft system, and compare that payroll calculation to the legacy system payroll calculation. For four separate pay cycles, the project team will extract a full set of pay period data from the DAGS legacy payroll system. The data will be loaded into the CherryRoad Payroll Validation tool. The project team will then run full payroll processing in the PeopleSoft HCM system.

The project team will reconcile all pay calculation variances. Payroll ~~Validation~~ Parallel Testing occurs during Stage 4 – Deployment.

Testing Scope

For each project phase, the project team will complete a similar series of testing related deliverables. The table below lists the sixteen (16) project deliverables that will support the Testing efforts at the State of Hawaii for the Payroll Process Phase.

ID	Deliverable Name	Implementation Stage	Purpose
P5	**Test Plan**	Stage 2 – Design & Build	Defines in detail, all the requisite steps to all cycles of testing including planning for and executing unit, system, integration, user testing, payroll parallel, and performance testing.
T7	**Release 3 Development**	Stage 2 – Design & Build	Unit testing of application configuration, reports, interfaces, conversions, and enhancements is included in each development cycle
T8	**Release 4 Development**	Stage 2 – Design & Build	Unit testing of application configuration, reports, interfaces, conversions, and enhancements is included in each development cycle
F7	**Test Cases**	Stage 2 – Design & Build	For each business process being implemented, test cases are defined. UPK documents are developed and will provide the step–by–step procedure for completing the test case.
F8	**Test Scripts**	Stage 2 – Design & Build	Represent the variations of business processes within a test case. Test scripts establish the scope of test conditions for system, integration, and user testing
F9	**System Test Cycles**	Stage 3 – Test	Confirms that all components within the PeopleSoft system work as expected by including testing of the application configuration, data conversion, and enhancements listed in the P3 Project Scope document
F10	**Integration Test Cycles**	Stage 3 – Test	Extends the scope of testing beyond the PeopleSoft system into the integrated departmental and third-party systems and business processes. Successful integration testing marks the readiness of

ID	Deliverable Name	Implementation Stage	Purpose
			the system for the Deployment stage
T14	Release 5 Development	Stage 3 - Test	Unit testing of application configuration, reports, interfaces, conversions, and enhancements is included in each development cycle
F11	Payroll Parallel Testing	Stage 3 - Test	Using converted Interface department data, the project team executes four parallel payroll processes in PeopleSoft HCM, comparing the results with legacy payroll extracts after each process
I6	Performance Test	Stage 3 - Test	Various performance, disaster recovery, and intrusion testing cycles are executed to ensure the production infrastructure can support the State's performance, failover, and security requirements
T15	Release 6 Development	Stage 3 - Test	Unit testing of application configuration, reports, interfaces, conversions, and enhancements is included in each development cycle
F124	Interfaces Deployment User and Regression Testing	Stage 4 – Deployment	User testing confirms the system is in compliance with the "To Be" business processes and ready from a system user perspective. Regression testing verifies that newly deployed configuration and development does not introduce issues to the production system.
T18	Release 7 Development	Stage 4 - Deployment	Unit testing of application configuration, reports, interfaces, conversions, and enhancements is included in each development cycle
F13	DOE Deployment User and Regression Testing	Stage 4 – Deployment	User testing confirms the system is in compliance with the "To Be" business processes and ready from a system user perspective. Regression testing verifies that newly deployed configuration and development does not introduce issues to the production system.
T20	Release 8 Development	Stage 4 - Deployment	Unit testing of application configuration, reports, interfaces, conversions, and enhancements is included in each development cycle

ID	Deliverable Name	Implementation Stage	Purpose
F14	**PCS Deployment User and Regression Testing**	Stage 4 – Deployment	User testing confirms the system is in compliance with the "To Be" business processes and ready from a system user perspective. Regression testing verifies that newly deployed configuration and development does not introduce issues to the production system.

Testing Timeline

The deliverables listed in the Testing Plan Scope are included in the schedule below. The start and end dates are estimates to be updated by the P1 Stage 1 Project Schedule and P2 Stage 2-5 Project Schedule deliverables.

					Analysis				Design & Build				Test			Deploy					Support		
ID	Deliverable Name	Implementation Track	Start	End	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018
T07	Release 3 Development	Track 4 - Technical	12/5/16	1/13/17																			
T08	Release 4 Development	Track 4 - Technical	1/16/17	3/10/17																			
F05	Test Plan	Track 1 - Project Management	1/30/17	2/24/17																			
F06	Test Cases	Track 3 - Functional	2/13/17	2/24/17																			
F08	Test Scripts	Track 3 - Functional	3/13/17	3/24/17																			
T14	Release 5 Development	Track 4 - Technical	3/13/17	4/28/17																			
F09	System Test Cycles	Track 3 - Functional	3/27/17	4/14/17																			
F10	Integration Test Cycles	Track 3 - Functional	4/17/17	5/12/17																			
T15	Release 6 Development	Track 4 - Technical	5/1/17	6/16/17																			
F11	Payroll Parallel Test	Track 3 - Functional	5/1/17	6/30/17																			
06	Performance Test	Track 6 - Infrastructure	5/22/17	6/30/17																			
F12	Interfaces Deploy User & Regression Test	Track 3 - Functional	6/19/17	7/14/17																			
T18	Release 7 Development	Track 4 - Technical	7/3/17	8/18/17																			
F13	DOE Deployment User & Regression Test	Track 3 - Functional	8/21/17	9/15/17																			
T20	Release 8 Development	Track 4 - Technical	9/4/17	10/13/17																			
F14	PCS Deployment User & Regression Test	Track 3 - Functional	10/16/17	11/10/17																			

Test Plan activities will begin in Stage 2 – Design and Build with the completion of T7 Release 3 Development, and will continue through Stage 4 – Deployment with the completion of the F14 PCS Deployment User and Regression Testing deliverable.

Testing Deliverable Definitions

Deliverable definitions for the sixteen (16) project deliverables that will support the Testing efforts are included below. The deliverable definitions are organized by implementation stage.

Stage 2 – Design & Build

In Stage 2 – Design & Build the following five deliverables will support the Testing effort.

P5 Test Plan Deliverable Definition

The P5 Test Plan will outline the timing and tasks to accomplish complete testing of the system. The deliverable will describe in detail, all the requisite steps to fully test the system. This includes planning for all cycles of testing including unit, system, integration, user testing, payroll parallel, and performance. This document will also identify the internal and external testing participants and testing environments to be utilized, and the timing, logistics, etc. of the testing.

Acceptance Criteria:

The P5 Test Plan is an MS Word document that outlines a detailed plan to complete each cycle of testing. The testing cycles will include unit, system, integration, production infrastructure, and user testing. The P5 Test Plan will include the following information for each test cycle:

1. Description of the test activity / phase
2. Test entrance criteria
3. Test environment
4. Testing tools
5. Testing methods and procedures
6. Testing script examples
7. Test schedule
8. Test scope
9. Test participants
10. Issue reporting and resolution
11. Test exit criteria

T7 Release 3 Development Deliverable Definition

Following the completion of the F4 Gap Resolution document, and in parallel with the review and approval of the P3 Project Scope Document deliverable, the CherryRoad Technical Manager and the State Technical Lead will develop a schedule for the planned development items including reports, interfaces, conversions, and enhancements (RICE). The development schedule will be divided into six (6) development releases in addition to Release 1 and Release 2. T7 Release 3 Development will include the first set of RICE development items that will be programmed; unit tested, and migrated to the configuration environment. The T7 Release 3 Development deliverable is a predecessor to the F5 Initial System Design deliverable.

Acceptance Criteria:

Prior to the start of Release 3 Development, the CherryRoad Technical Manager will produce a Release 3 Development Schedule, which will include the reports, interfaces, conversions, and enhancements to be included in Release 3. For each development item, the schedule will designate whether CherryRoad developers or State developers will be assigned.

For each RICE development item, a specification including both technical and functional elements will be written, submitted, and approved in the Implementation Tracker. Each development item will be developed and unit tested prior to being migrated to the configuration environment where it will be incorporated into the F5 Initial System Design work sessions.

The final T7 Release 3 Development deliverable will list all development items from the Release 3 Development Schedule, and the document will reference the corresponding specifications and unit test results.

T8 Release 4 Development Deliverable Definition

Following the completion of the F4 Gap Resolution document, and in parallel with the review and approval of the P3 Project Scope Document deliverable, the CherryRoad Technical Manager and the State Technical Lead will develop a schedule for the planned development items including reports, interfaces, conversions, and enhancements (RICE). The development schedule will be divided into six (6) development releases in addition to Release 1 and Release 2. T8 Release 4 Development will include the second set of RICE development items that will be programmed; unit tested, and migrated to the configuration environment. The T8 Release 4 Development deliverable is a predecessor to the F7 Final System Design deliverable as well as the F9 System Test Cycles and F10 Integration Test Cycles.

Acceptance Criteria:

Prior to the start of Release 4 Development, the CherryRoad Technical Manager will produce a Release 4 Development Schedule, which will include the reports, interfaces, conversions, and enhancements to be included in Release 4. For each development item, the schedule will designate whether CherryRoad developers or State developers will be assigned.

For each RICE development item, a specification including both technical and functional elements will be written, submitted, and approved in the Implementation Tracker. Each development item will be developed and unit tested prior to being migrated to the configuration environment where it will be incorporated into the F7 Final System Design work sessions.

The final T8 Release 4 Development deliverable will list all development items from the Release 4 Development Schedule, and the document will reference the corresponding specifications and unit test results.

F~~7~~6 Test Cases Deliverable Definition

For each business process, the CherryRoad Functional team members will develop test cases using the Oracle UPK tool. The F~~7~~6 Test Cases deliverable will cover all application functions within each of

the B3 Draft "To Be" Business Processes. The F~~7~~6 Test Cases will cover the end to end PeopleSoft system functionality as defined by the P5 Test Plan deliverable. Once the Test Cases are developed, the project team will leverage the deliverable as a starting point to writing the detail F8 Test Scripts that will represent all variations of the business process.

Acceptance Criteria:

The F~~7~~6 Test Cases will follow the guidelines established by the P5 Test Plan deliverables. The Test Cases will be developed using the Oracle User Productivity Kit (UPK). An inventory of F~~7~~6 Test Cases covering all PeopleSoft functions for each of the B3 Draft "To Be" Business Processes will be defined.

For each test case, a UPK test document will be created. The UPK document will provide the step–by–step procedure for completing the test case. For each step in the test case, the document will capture the input and expected results.

F8 Test Scripts Deliverable Definition

In Stage 2 - Design and Build Stage, the CherryRoad project team completes the F7 Test Cases deliverable which includes UPK test cases covering all application functionality within each of the "To Be" business processes. The detailed F8 Test Scripts represent the variations of business functions and processes within a test case that must be executed during the test cycles to confirm that each system component functions together to meet the State's business process requirements. The F8 Test Scripts are consistent with the standards documented in the P5 Test Plan deliverable.

Acceptance Criteria:

Test Scripts will follow the guidelines established by the P5 Test Plan deliverable. Test Scripts will be developed in Microsoft Excel, which may then be uploaded into the Implementation Tracker tool using PeopleSoft's component interface tool. F8 Test Scripts will be organized by business processes and will reference the corresponding test case(s). Test Scripts will include the following elements:

1. Business Process
2. Test Description
3. Test Conditions
4. Expected Results
5. Test Cycle
6. Tester
7. Test Date
8. Test Results
9. Test Status
10. Corresponding Issues

Stage 3 - Test

In Stage 3 – Test the following six deliverables will support the Testing effort.

~~**F8 Test Scripts Deliverable Definition**~~

~~In Stage 2 – Design and Build Stage, the CherryRoad project team completes the F7 Test Cases deliverable which includes UPK test cases covering all application functionality within each of the "To Be" business processes. The detailed F8 Test Scripts represent the variations of business functions and processes within a test case that must be executed during the test cycles to confirm that each system component functions together to meet the State's business process requirements. The F8 Test Scripts are consistent with the standards documented in the P5 Test Plan deliverable.~~

~~**Acceptance Criteria:**~~

~~Test Scripts will follow the guidelines established by the P5 Test Plan deliverable. Test Scripts will be developed in Microsoft Excel, which may then be uploaded into the Implementation Tracker tool using PeopleSoft's component interface tool. F8 Test Scripts will be organized by business processes and will reference the corresponding test case(s). Test Scripts will include the following elements:~~

- ~~Business Process~~
- ~~Test Description~~
- ~~Test Conditions~~
- ~~Expected Results~~
- ~~Test Cycle~~
- ~~Tester~~
- ~~Test Date~~
- ~~Test Results~~
- ~~Test Status~~
- ~~Corresponding Issues~~

F9 System Test Cycles Deliverable Definition

System test is the formal testing of all individual components, as well as module–to–module components within the PeopleSoft system. The purpose of the F9 System Test Cycles is to confirm that all components within the PeopleSoft system work as expected. F9 System Test Cycles will include testing of the application configuration, data conversion, and enhancements listed in the P3 Project Scope document.

Acceptance Criteria:

The scope, participants, and schedule of F9 System Test Cycles will follow the system test approach established by the P5 Test Plan deliverable. Each system test cycle is complete when:

1. All system test scripts scheduled for the test cycle have been executed or placed "On Hold" by the State and CherryRoad project managers and the results have been recorded in the Implementation Tracker
2. All issues have been recorded in the Implementation Tracker
3. No critical issue uncovered during system test cycle remain open

F10 Integration Test Cycles Deliverable Definition

Integration test is the formal testing of the complete integrated system, including interfaces between the PeopleSoft system, department side systems, and third party systems. The purpose of the F10 Integration Test Cycles is to confirm that all components fit together in a production environment and there are no gaps in the data flow. F10 Integration Test Cycles will include testing of the application configuration, data conversion, enhancements, interfaces, and reports listed in the P3 Project Scope document.

Acceptance Criteria:

The scope, participants, and schedule of the F10 Integration Test Cycles will follow the approach established by the P5 Test Plan deliverable. Each integration test cycle is complete when:

1. All integration test scripts scheduled for the test cycle have been executed or placed "On Hold" by the State and CherryRoad project managers, and the results have been recorded in the Implementation Tracker
2. All issues have been recorded in the Implementation Tracker
3. No critical issue uncovered during the integration test cycle remain open

F11 Payroll Parallel Test Cycles Deliverable Definition

F11 Payroll Parallel Testing is the formal payroll parallel testing to validate the payroll engine is properly calculating gross to net. The scope of payroll parallel testing is to test the payroll calculation for four designated pay periods in the PeopleSoft system, and compare that payroll calculation to the legacy system payroll calculation. For each pay cycle, the project team will extract a full set of pay period data from the DAGS legacy payroll system. The data will be loaded into the CherryRoad Payroll Validation tool. The project team will then run a full payroll processing in the PeopleSoft HCM system. The team will include State and CherryRoad personnel to perform a validation of the test results. The project team will reconcile all pay calculation variances.

Acceptance Criteria:

The scope, participants, and schedule of Payroll Parallel Testing will follow the user testing approach established by the P5 Test Plan deliverable. F11 Payroll Parallel Test Cycles is complete when:

4. The project team has completed the testing and validation of four payroll cycles
5. All issues have been recorded in the Implementation Tracker
6. No critical issue (as defined by the State PMO) preventing production go live remain open

T14 Release 5 Development Deliverable Definition

Following the completion of the F4 Gap Resolution document, and in parallel with the review and approval of the P3 Project Scope Document deliverable, the CherryRoad Technical Manager and the State Technical Lead will develop a schedule for the planned development items including reports, interfaces, conversions, and enhancements (RICE). The development schedule will be divided into six (6) development releases in addition to Release 1 and Release 2. T14 Release 5 Development will

include the third set of RICE development items that will be programmed; unit tested, and migrated to the configuration environment. The T14 Release 5 Development deliverable is a predecessor to the F11 Payroll Parallel Test Cycles deliverable.

Acceptance Criteria:

Prior to the start of Release 5 Development, the CherryRoad Technical Manager will produce a Release 5 Development Schedule, which will include the reports, interfaces, conversions, and enhancements to be included in Release 5. For each development item the schedule will designate whether CherryRoad developers or State developers will be assigned.

For each RICE development item, a specification including both technical and functional elements will be written, submitted, and approved in the Implementation Tracker. Each development item will be developed and unit tested prior to being migrated to the configuration environment where it will be incorporated into the F11 Payroll Parallel Test Cycles.

The final T14 Release 5 Development deliverable will list all development items from the Release 5 Development Schedule, and the document will reference the corresponding specifications and unit test results.

T15 Release 6 Development Deliverable Definition

Following the completion of the F4 Gap Resolution document, and in parallel with the review and approval of the P3 Project Scope Document deliverable, the CherryRoad Technical Manager and the State Technical Lead will develop a schedule for the planned development items including reports, interfaces, conversions, and enhancements (RICE). The development schedule will be divided into six (6) development releases in addition to Release 1 and Release 2. T15 Release 6 Development will include the fourth set of RICE development items that will be programmed; unit tested, and migrated to the configuration environment. The T15 Release 6 Development deliverable is a predecessor to the F12 Interfaces Deployment User and Regression Testing deliverable.

Acceptance Criteria:

Prior to the start of Release 6 Development, the CherryRoad Technical Manager will produce a Release 6 Development Schedule, which will include the reports, interfaces, conversions, and enhancements to be included in Release 6. For each development item the schedule will designate whether CherryRoad developers or State developers will be assigned.

For each RICE development item, a specification including both technical and functional elements will be written, submitted, and approved in the Implementation Tracker. Each development item will be developed and unit tested prior to being migrated to the configuration environment where it will be incorporated into the F12 Interfaces Deployment User and Regression Testing.

The final T15 Release 6 Development deliverable will list all development items from the Release 6 Development Schedule, and the document will reference the corresponding specifications and unit test results.

Stage 4 – Deployment Interfaces

For Stage 4 – Deployment Interfaces, Stage 5 – Deployment DOE, and Stage 6 - Deployment PCS the following two deliverables will support the Testing effort.

I5 Performance Test Deliverable Definition

Following the I4 Production Infrastructure Deployed milestone, the project team will conduct a variety of performance, disaster recovery, and intrusion testing to ensure the production infrastructure can support the State's performance, failover, and security requirements. An I5 Performance Test deliverable will be completed during the Interfaces Deployment.

Acceptance Criteria:

The following I5 Performance Test deliverable test cycles will be executed, the issues resolved, and the results documented:

1. Performance Testing
2. Disaster Recovery Testing
3. Intrusion Testing

The I5 Performance Test cycles are performed in accordance with the P5 Test Plan deliverable. This deliverable is considered complete when all issues uncovered during the test cycles have been reasonably resolved and the State verifies the performance, failover, and security levels meet the State's requirements for going live.

F12 Interfaces Deployment User and Regression Testing Deliverable Definition

F12 Interfaces Deployment User and Regression Testing includes testing and regression testing of the final interfaces deployment scope of development. F12 is the formal testing of the fully integrated system by system users and the project team. The purpose of user testing is to confirm that the system is in compliance with the "To Be" business processes and to assess whether the system is production ready from a system user perspective. User Testing will include testing of the application configuration, data conversion, enhancements, interfaces, and reports listed in the P3 Project Scope document.

An F13 DOE Deployment User and Regression Testing deliverable and F14 PCS Deployment User and Regression Testing deliverable will be completed in a similar fashion for their respective Payroll Process Phase deployments.

Acceptance Criteria:

The scope, participants, and schedule of user testing will follow the user testing approach established by the P5 Test Plan deliverable. F12 Interfaces Deployment User and Regression Testing is complete when:

4. All F12 User and Regression Testing test scripts scheduled for the test cycle have been executed or placed on hold by the State and CherryRoad project managers, and the results have been recorded in the Implementation Tracker Tool
5. All issues have been recorded in the Implementation Tracker
~~4.~~6. No critical issue (as defined by the County PMO) preventing production go live remain open

T18 Release 7 Development Deliverable Definition

Following the completion of the F4 Gap Resolution document, and in parallel with the review and approval of the P3 Project Scope Document deliverable, the CherryRoad Technical Manager and the State Technical Lead will develop a schedule for the planned development items including reports, interfaces, conversions, and enhancements (RICE). The development schedule will be divided into six (6) development releases in addition to Release 1 and Release 2. T18 Release 7 Development will include the fifth set of RICE development items that will be will be programmed; unit tested, and migrated to the configuration environment. The T18 Release 7 Development deliverable is a predecessor to the F13 DOE User and Regression Testing deliverable.

Acceptance Criteria:

Prior to the start of Release 7 Development, the CherryRoad Technical Manager will produce a Release 7 Development Schedule, which will include the reports, interfaces, conversions, and enhancements to be included in Release 7. For each development item the schedule will designate whether CherryRoad developers or State developers will be assigned.

For each RICE development item, a specification including both technical and functional elements will be written, submitted, and approved in the Implementation Tracker. Each development item will be developed and unit tested prior to being migrated to the configuration environment where it will be incorporated into the F13 DOE User and Regression Testing.

The final T18 Release 7 Development deliverable will list all development items from the Release 7 Development Schedule, and the document will reference the corresponding specifications and unit test results.

T20 Release 8 Development Deliverable Definition

Following the completion of the F4 Gap Resolution document, and in parallel with the review and approval of the P3 Project Scope Document deliverable, the CherryRoad Technical Manager and the State Technical Lead will develop a schedule for the planned development items including reports, interfaces, conversions, and enhancements (RICE). The development schedule will be divided into six (6) development releases in addition to Release 1 and Release 2. T20 Release 8 Development will include the sixth set of RICE development items that will be programmed; unit tested, and migrated to the configuration environment. The T20 Release 8 Development deliverable is a predecessor to the F14 PCS Deployment User and Regression Testing deliverable.

Acceptance Criteria:

Prior to the start of Release 8 Development, the CherryRoad Technical Manager will produce a Release 8 Development Schedule, which will include the reports, interfaces, conversions, and enhancements to be included in Release 8. For each development item the schedule will designate whether CherryRoad developers or State developers will be assigned.

For each RICE development item, a specification including both technical and functional elements will be written, submitted, and approved in the Implementation Tracker. Each development item will be developed and unit tested prior to being migrated to the configuration environment where it will be incorporated into the F14 PCS Deployment User and Regression Testing.

The final T20 Release 8 Development deliverable will list all development items from the Release 8 Development Schedule, and the document will reference the corresponding specifications and unit test results.

Attachment 10-5: Training Plan

The following is the high-level Training Plan for the State of Hawaii EPS Implementation. A comprehensive Project Team Training Plan will be developed during Stage 1 – Analysis and an End User Training Plan and Curriculum will be developed during Stage 2 – Design and Build of the project. This initial plan includes the objectives, scope of deliverables, timeline, and deliverable definitions related to the overall Training effort.

Training Objectives

For the State of Hawaii EPS implementation CherryRoad's end user training approach aligns with RFP Section 5.6 Enhanced End-User Training Objective. The Education/Training Program is made up of various components that directly align with the five~~seven~~ stages of CherryRoad's implementation methodology that is described in Attachment 10-1 Detail Work Plan. ~~Most notably, the training plan will include a comprehensive Train the Trainer program. State trainers will participate in each step before they will begin delivering end user training sessions to State users.~~

~~Participate in the initial curriculum sessions.~~
~~Participate in the development and testing of training materials.~~
~~Participate in materials walk thru review sessions.~~
~~Attend Training Workshops~~
~~Study Course Materials on Self Study Basis~~
~~Participate in CherryRoad and State co-led training classes~~

Training Scope

Per the request for BAFO, Section 5.6 Enhanced End-User Training Objective was amended to provide a specific population of payroll and time and attendance end users that CherryRoad will be responsible for training.

- Per Section 5.6.2 Payroll Administrator Training, CherryRoad will provide onsite instructor led classroom training for 100 individuals representing all employer jurisdictions and departments.
- Per Section 5.6.3 Manager, Supervisor, Scheduler, Timekeeper Training, CherryRoad will provide onsite instructor led classroom training for 300 individuals representing all employer jurisdictions and departments.

The curriculum will finalized by the O8 End User Training Plan and Curriculum during the Stage 2 – Design and Build. However, for planning purposes CherryRoad estimates a curriculum similar to the following will be needed to satisfy the requirements in 5.6.2 and 5.6.3.

Payroll Courses	Agency Payroll	Advanced Payroll	Employee Self Service - Payroll
Course Description	**Course Description:** This course covers the role an Agency Payroll Specialist plays in the Payroll process. It includes a discussion about Enterprise Payroll business processes, and the calculation and confirm process used in the payroll system. Employees will be introduced to procedures for various payroll transactions such as: off-cycle checks, retroactive transactions, generating reports and queries, and payroll self-service transactions. Understanding and viewing employee payroll information also will be included.	**Course Description:** The Advanced Payroll course covers the role a Payroll Administrator plays in the State's Payroll process. It consists of a business process overview, procedures for the entire payroll process, quarterly reporting, generating reports and queries, and how to manage extra payroll processes (i.e., reviewing and adjusting employee balances, final checks, etc.).	Course Description: This course is designed for all state employees. Employees will learn step-by-step how to view current, past, and future warrants/paychecks.
Recommended Audience	Employees that perform general payroll duties for their respective State agencies.	Payroll Administrators; Administrative Payroll Specialists	All employees
Attendees	100	100	All employees
Course Duration	1 Day	3 Days	1 hour
Delivery Method	Classroom-Instructor Led Training	Classroom-Instructor Led Training	Online ~~Self-Study~~Self-Study
T&A Courses	**Advanced Time Administration**	**Time Administration for Timekeepers**	**Reporting Time**
Course Description	**Course Description:** This course provides advanced training in Time and Labor setup, administration, and troubleshooting specifically for Time and Labor administrators. - Learn how to create/manage work schedule. - Learn how to manage time reporter data. - Create or establish dynamic groups. - Learn how to approve and manage time. - Administer leave and accruals. - Learn how to manage/process adjustments. - Learn how to correct time entry errors.	**Course Description:** This course is designed specifically for Agency Timekeepers or Supervisors responsible for entering and troubleshooting employee time records. Learn how to enter employee time, troubleshoot time issues, process overtime and absence request from the perspective of a Timekeeper or Supervisor.	**Course Description:** This course is designed specifically for State employees who will be entering their time in the new EPS system. Employees will learn how to enter the various types of employee time, such as: regular, vacation, and sick.
Recommended Audience	Agency level Time and Labor Administrators; DAGS Time and Attendance Administrators	Agency Timekeepers and Supervisors; Agency and DAGS Time and Attendance Administrators	All Employees
Attendees	300	300	All Employees
Course Duration	2 Days	1 Day	3.5 hours
Delivery Method	Classroom-Instructor Led Training	Classroom-Instructor Led Training	Online ~~Self-Study~~Self-Study

The estimate of effort to deliver the courses above is predicated on the following:

- The State will provide all training facilities for the training sessions.
- The State will provide all printed training materials for the training classes.
- The State will be responsible for distribution of all printed training materials.
- The State will perform all training registration and scheduling.
- The State will be accountable for ensuring that end-user training complies with the Americans with Disabilities Act (ADA). CherryRoad will work with the State as a contributor and advisor to ensure ADA requirements are met. This means that CherryRoad is not responsible for facility ADA compliance; nor does CherryRoad have primary responsibility for ADA compliance with respect to training materials / documentation and training delivery. This includes but is not limited to: disabled classroom and bathroom access; Braille training and hard-copy documentation; Braille display or sight enhancement capabilities; and, deaf or hard of hearing adaptation or assistive devices. (This assumption only pertains to ADA compliance for end-user training. It does not pertain to ADA compliance with respect to implemented software accessibility.)

Training Deliverables

For each project phase, the project team will complete a similar series of Training related deliverables. The table below lists the ten (10) project deliverables that will support the Training efforts at the State of Hawaii for the Payroll Process Phase.

ID	Deliverable Name	Implementation Track	Purpose
O1	**Project Team Training Plan**	Stage 1 – Analysis	Establishes the functional and technical product training classes that individual project team members will attend prior the Fit/Gap Analysis sessions
O2	**Project Team Application Training**	Stage 1 – Analysis	Completion of the project team training in accordance with the project team training plan, by the individual State project team members
O8	**End User Training Plan and Curriculum**	Stage 2 – Design & Build	Establishes the population of State employees to be trained as well as the training curriculum. In addition, the deliverable documents the training methods, facilities, and logistics
O9	**End User Training Materials**	Stage 3 – Test	For each course in the curriculum, the deliverable establishes the UPK lessons, student reference materials, and instructor notes
O10	**End User Training Delivery Plan**	Stage 3 – Test	Includes a training schedule of the courses that will be delivered, who will be trained, and corresponding instructional strategies

ID	Deliverable Name	Implementation Track	Purpose
B4	**Final "To Be" Business Processes**	Stage 3 – Test	Defines the user role in the re-engineered business processes, including cross-functional flow charts and enterprise system integrations, which will be incorporated into the End User Training lessons
B5	**Operations & Maintenance Plan**	Stage 3 – Test	Stakeholder RASCI chart, policies and procedures, and help desk instruction defined by the deliverable will be leveraged during End User Training to operations information to students in addition to application information
O11	**End User Training Delivery**	Stage 4 – Deployment ~~Interfaces~~	Users that will be transitioning to the PeopleSoft system with Stage 4 Interfaces deployment, will attend instructor led and/or online end user training for those courses in the curriculum which they have been assigned
O12	**DOE EUT Delivery**	Stage 4– Deployment	Users that will be transitioning to the PeopleSoft system with Stage 4 DOE deployment, will attend instructor led and/or online end user training for those courses in the curriculum which they have been assigned
O13	**PCS EUT Delivery**	Stage – Deployment	Users that will be transitioning to the PeopleSoft system with Stage 4 PCS deployment, will attend instructor led and/or online end user training for those courses in the curriculum which they have been assigned

Training Timeline

The deliverables listed in the Training Plan Scope are included in the schedule below. The start and end dates are estimates to be updated by the P1 Stage 1 Project Schedule and P2 Stage 2-5~~7~~ Project Schedule deliverables.

					Analysis				Design & Build				Test			Deploy					Support		
ID	Deliverable Name	Implementation Track	Start	End	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018
O01	Project Team Training Plan	Track 5 - OCM	8/1/16	8/12/16																			
O02	Project Team Training	Track 5 - OCM	8/15/16	8/26/16																			
O08	End User Training Plan and Curriculum	Track 5 - OCM	1/30/17	3/31/17																			
O09	End User Training Materials	Track 5 - OCM	4/3/17	6/2/17																			
O10	End User Training Delivery Plan	Track 5 - OCM	4/21/17	6/2/17																			
B04	Final "To Be" Business Processes	Track 2 - Business Process	5/8/17	6/2/17																			
B05	Operations & Maintenance Plan	Track 2 - Business Process	5/8/17	6/2/17																			
O11	End User Training Delivery	Track 5 - OCM	6/5/17	7/28/17																			
O12	DOE End User Training Delivery	Track 5 - OCM	9/4/17	9/29/17																			
O13	PCS End User Training Delivery	Track 5 - OCM	11/6/17	12/1/17																			

Training Plan activities will begin in Stage 1 – Analysis with the development of the O1 Project Team Training Plan, and will continue through Stage 5~~6~~ – Deployment ~~PCS~~ with the completion of the O13 PCS ~~Deployment~~ End User Training Delivery.

Training Deliverable Definitions

Deliverable definitions for the ten (10) project deliverables that will support the Training efforts are included below. The deliverable definitions are organized by implementation stage.

Stage 1 - Analysis

For Stage 1 - Analysis the following two deliverables will support the Training effort.

O1 Project Team Training Plan Deliverable Definition

The O1 Project Team Training Plan documents the PeopleSoft Functional and Technical training for project team members. The deliverable is completed at the start of the project to expedite the scheduling of product training.

Acceptance Criteria:

The O1 Project Team Training Plan deliverable will include the following:

1. PeopleSoft functional application training classes
2. PeopleSoft technical training classes
3. State Project Team training attendees
4. Project Team training class schedule and locations.
5. Project Team training assumptions and dependencies

O2 Project Team Training Deliverable Definition

State project team members and will attend the planed PeopleSoft product training at the start of the Analysis stage of the project as defined by the O1 Project Team Training Plan. The training should include both application and technical tools training in order to prepare the State staff to participate in Release 1 and Release 2 Fit/Gap Analysis work sessions.

Acceptance Criteria:

The O2 Project Team Training deliverable is complete when State project team members have participated in and completed the Oracle product training as defined by the O1 Project Team Training Plan deliverable.

Stage 2 – Design & Build

In Stage 2 – Design & Build the following deliverable will support the Training effort.

O8 End User Training Plan and Curriculum Deliverable Definition

The O8 End User Training Plan and Curriculum deliverable will outline the PeopleSoft training courses to be developed and delivered to the State end users. In addition to a description of each course, the

deliverable includes a class overview, the user audiences who will be trained, course objectives, prerequisites, and any support requirements.

Acceptance Criteria:

The O8 End User Training Plan and Curriculum is an MS Word document that documents the overall training plan as well as the specific end user training curriculum. For the overall training plan, the deliverable will define the following:

- Population of State employees that will require training on the PeopleSoft system
- System subject matter that will be included in the training curriculum
- End user training program milestones and schedule
- Facilities and training logistics including classrooms and connectivity
- Methods to be employed for training: instructor led, online, or auditorium

For each class that is included in the curriculum, the following information will be defined by the O8 End User Training Plan and Curriculum deliverable:

1. Course list
2. Course descriptions
3. Course prerequisites
4. Course objectives
5. Target audience for the course
6. Course duration
7. List of materials to support course delivery

Stage 3 - Test

In Stage 3 – Test the following four deliverables will support the Training effort.

O9 End User Training Materials Deliverable Definition

The O9 End User Training Materials will be developed using the Oracle User Productivity Kit. For each course in the O8 End User Training Plan and Curriculum deliverable, course materials will be developed for either in–class or online delivery. These materials will also be used by end users after formal end user training is complete as refreshers.

Acceptance Criteria:

The completed O9 End User Training Materials will include the following for each course in the O8 End User Training Plan and Curriculum deliverable:

1. UPK Lessons/Topics
2. Student Reference Materials
3. Instructor Notes
4. Assessment Instructions
5. Instructor Checklist

O10 End User Training Delivery Plan Deliverable Definition

Based on the results of the Department Training Needs Assessment activities along with the O8 End User Training Plan and Curriculum, a training delivery plan is created. The O10 End User Training Delivery Plan will include a training schedule of the courses that will be delivered, and who will be trained along with instructional strategies and guidelines on trainer selection.

Acceptance Criteria:

The O10 End User Training Delivery Plan should contain, at a minimum, the following information:

1. Course delivery method
2. Class schedule
3. Class instructors
4. Registration process
5. Trainer preparation activities

B4 Final "To Be" Business Processes

At the conclusion of F10 Integration Testing, the functional deliverable content including the B3 Draft "To Be" Business Processes, F9 System Test, and F10 Integration Test deliverables will be leverage by the project team to create the final version of the State "To Be" business processes. The B4 Final "To Be" Business Processes deliverable is the final version of the future state business processes that will be implemented in conjunction with the PeopleSoft system.

Acceptance Criteria:

The B4 Final "To Be" Business Processes deliverable will provide departments with an understanding of how the post go–live business processes will work at the State. For the agreed upon business processes, the deliverable content should include the following:

1. Centralized roles and responsibilities
2. Departmental roles and responsibilities
3. Detail cross–functional flowchart (business process flows with swim lanes)
4. Business rules and corresponding PeopleSoft application guidelines
5. Enterprise system integration

B5 Operations and Maintenance Plan Deliverable Definition

The B5 Operations and Maintenance Plan deliverable defines the long-term support structure, roles, governance, and methods for managing the State's production environment following the short-term Stage 7 - Support stabilization period. The deliverable also defines the State's approach to transitioning from a stabilization organization structure to a long–term production support organization.

Acceptance Criteria:

The B5 Operations and Maintenance Plan will define the following long term production support policies and procedures:

1. Production support organization structure
2. Business process governance and system governance
3. Organization RASCI chart defining stakeholder roles in supporting the system
4. Policies and procedures on system operations
5. Help desk policies and procedures
6. Portfolio management including intake of requests for new features and setting priorities
7. Review and decision making process for requests for new features
8. System related communications

Stage 4 – Deployment

For Stage 4 – Deployment the following deliverable will support the Training effort.

O11 End User Training Delivery Deliverable Definition

O11 End User Training Delivery deliverable marks the delivery of the actual training classes including both classroom and online training. Courses designated as instructor led courses in the O8 End User Training Plan and Curriculum Plan deliverable will be conducted in a classroom setting. Courses designated as online courses in the O8 End User Training Plan and Curriculum Plan deliverable will be published using the User Productivity Kit and deployed through the web.

Acceptance Criteria:

The deliverable will be considered complete when each of the end user training classes listed in the O10 End User Training Delivery Plan for the Interfaces Deployment has been conducted or cancelled, and each of the required online courses has been made available to the targeted training audience.

An O11 DOE End User Training Delivery deliverable and O12 PCS end User Training Delivery deliverable will be completed in a similar fashion for their respective Payroll Process Phase deployments.

Attachment 10-6: Organizational Change Management Plan

The following is the high-level Organizational Change Management Plan for the State of Hawaii EPS Implementation. A comprehensive Organizational Change Management Plan will be developed during Stage 1 – Analysis of the project. This initial plan includes the objectives, scope, timeline, and deliverable definitions related to the overall OCM effort.

Organizational Change Management Objectives

The CherryRoad Organizational Change Management Plan will address State's RFP Section 5.8 Organizational Change Management (OCM) Objective. Below is a table that describes the major components of the Organizational Change Management Plan. Each of these activities will involve a variety of project and non-project team members.

Activity	Description
Change Leadership Network	• This is the process that establishes a change leadership and change agent network capable and responsible to engage their employees and lead their organization through resulting changes. The Change Champion leads the work of the Readiness Team and supports the project.
Communication and Change Management	• The communication plan provides a schedule of communication to address the change impacts each stakeholder group will experience; the timing, messages, sender and media are all considered. • The change management plan includes events to move stakeholders through the change adoption curve. • Both of these efforts are informed by the Stakeholder analysis which identifies key stakeholder groups, change impacts, level of impact to success of the project, and the level of their change capacity
Business Process Redesign and Change Impact Analysis	• Business processes redesign is a major effort where processes are reviewed, redesigned, mapped, and change impacts are identified. • As additional impacts are identified throughout the project, the impacts are added to the Change Impact Analysis and addressed. • This impact analysis is input to the Communication and Change Management plans and schedules.
Department Readiness Program	• A team-based readiness approach to provide Departments with tools, education, and support to help them prepare for "Go Live." The approach includes a dashboard to monitor and measure each department's level of readiness. Major activities include: • Sessions will be provided to prepare end users and managers for next phase project tasks/activities: • Organizational Design Assessment provide skill requirements for standard end user roles required to support financial functions like, GL, AP, PO, etc. • The Workforce Readiness Workshops/Labs where end users will work through end to

Activity	Description
	end processes ("Day in Life") processing.
Training and Knowledge Transfer Plans	• This activity includes definition of Training requirements, development and delivery of training programs to train management, users, technical support and production support. • The plan also defines the recommended training approach and schedule.

Organizational Change Management Scope

For each project phase, the project team will complete a similar series of Organizational Change Management related deliverables. The table below lists the twelve (12) project deliverables that will support the Organizational Change Management efforts at the State of Hawaii for the Payroll Process Phase.

ID	Deliverable Name	Implementation Stage	Purpose
O3	**Communications Plan**	Stage 1 – Analysis	Identifies key communications, tools for communicating, the Stakeholders that will receive communications, and the schedule for project communications
O4	**Organizational Change Management Plan**	Stage 1 – Analysis	Establishes the scope of Organizational Change, the Change Leadership Network, the Stakeholder Engagement Plan, Department Readiness Network, and OCM schedule
O5	**Knowledge Transfer Plan**	Stage 1 – Analysis	Identifies the methods for transferring knowledge to State Project Team members, and the corresponding milestone for conducting Knowledge Transfer
O6	**Department Work Plan**	Stage 2 – Design & Build	Defines department roles and responsibilities, department implementation tasks, department data collection templates, and department status reporting
O7	**Department Change Impact Analysis**	Stage 2 – Design & Build	Analyzes the impact of changing roles business processes, workflow, operations, and technology on the departments

ID	Deliverable Name	Implementation Stage	Purpose
P6	Deployment Plan	Stage 3 – Test	Includes the impact of the deployment activities on the departments and identifies those deployment activities the departments will participate in
T13	Department Security Configuration	Stage 3 – Test	Includes gathering department user security configuration, loading the security configuration into PeopleSoft, and validating the accuracy of the configuration
B4	Final "To Be" Business Processes	Stage 3 – Test	Defines the department role in the re-engineered business processes, including cross-functional flow charts and enterprise system integrations
B5	Operations & Maintenance Plan	Stage 3 – Test	Establishes the departments' role in the long term operation of the PeopleSoft system including governance, help desk procedures, and continuous improvement processes
P9	Interfaces Deployment Go/No-Go Document	Stage 4 – Deployment	Analyzes the impacted departments for the Stage 4 Interfaces Deployment go-live cutover including readiness, training, and support status
P10	DOE Deployment Go/No-Go Document	Stage 4 – Deployment	Analyzes the impacted departments for the DOE Deployment go-live cutover including readiness, training, and support status
P11	PCS Deployment Go/No-Go Document	Stage 4 – Deployment	Analyzes the impacted departments for the PCS Deployment go-live cutover including readiness, training, and support status

Organizational Change Management Timeline

The deliverables listed in the Organizational Change Management Plan Scope are included in the schedule below. The start and end dates are estimates to be updated by the P1 Stage 1 Project Schedule and P2 Stage 2-5 Project Schedule deliverables.

					Analysis				Design & Build				Test			Deploy					Support		
ID	Deliverable Name	Implementation Track	Start	End	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018
O03	Communications Plan	Track 5 - OCM	9/5/16	9/30/16																			
O04	Organizational Change Management Plan	Track 5 - OCM	9/5/16	10/28/16																			
O05	Knowledge Transfer Plan	Track 5 - OCM	10/3/16	10/28/16																			
O06	Department Work Plans	Track 5 - OCM	12/5/16	1/27/17																			
O07	Department Change Impact Analysis	Track 5 - OCM	1/2/17	2/24/17																			
T13	Department Security Configuration	Track 4 - Technical	3/13/17	4/14/17																			
P06	Deployment Plan	Track 1 - Project Management	4/10/17	5/5/17																			
B04	Final "To Be" Business Processes	Track 2 - Business Process	5/8/17	6/2/17																			
B05	Operations & Maintenance Plan	Track 2 - Business Process	5/8/17	6/2/17																			
P09	Interfaces Deployment Go/No-Go Document	Track 1 - Project Management	7/17/17	7/21/17																			
P10	DOE Deployment Go/No-Go Document	Track 1 - Project Management	9/18/17	9/22/17																			
P11	PCS Deployment Go/No-Go Document	Track 1 - Project Management	11/20/17	11/24/17																			

Organizational Change Management Plan activities will begin in Stage 1 – Analysis with the development of the O3 Communications Plan, and will continue through Stage 4 – Deployment with the completion of the P11 PCS Deployment Go/No-Go Document.

Organizational Change Management Deliverable Definitions

Deliverable definitions for the twelve (12) project deliverables that will support the Organizational Change Management efforts are included below. The deliverable definitions are organized by implementation stage.

Stage 1 - Analysis

For Stage 1 - Analysis the following three deliverables will support the Organizational Change Management effort.

O3 Communications Plan Deliverable Definition

The goal of the O3 Communications Plan is to provide stakeholder groups with information that will expand their awareness of the project, increase their level of understanding, and help them begin the internal change process that will be required of all State system users and stakeholders during project. The O3 Communications Plan will identify the key communications scheduled throughout the project. The Communications Plan will be adjusted and expanded as additional communication needs are identified.

Acceptance Criteria:

The O3 Communications Plan will be created and will establish the communication audiences, vehicles, and approval process. The plan will define the scheduled one–way and two–way communications and will minimally include the following key variables associated with each form of communication:

1. Activity
2. Target Audience
3. Objective
4. Key Inputs
5. Key Outputs
6. Key Messages
7. Development Owner
8. Delivery Owner
9. Transmittal Option(s)
10. Frequency

O4 Organizational Change Management Plan Deliverable Definition

The purpose of this O4 Organizational Change Management Plan deliverable is to define the approach, resources and schedule for each major component within the Organizational Change Management (OCM) implementation track that will be used to manage organizational change to support the State of Hawaii EPS project.

Acceptance Criteria

The O4 Organizational Change Management Plan will establish the following for the State of Hawaii EPS Implementation project:

1. Scope of Organizational Change
2. Change Leadership Network
3. Stakeholder Engagement Plan
4. Communication and Change Management Strategy
5. Business Process Redesign and Change Impact Analysis
6. Department Readiness Network
7. Organizational Change Management Milestone and Deliverable Schedule

O5 Knowledge Transfer Plan

The O5 Knowledge Transfer Plan ensures the State team is able to develop their business and technical skills throughout the project so they can independently maintain the EPS system, and integration with related systems after the project is complete. Therefore, this plan is intended to describe how the knowledge and skills related to the myriad project tasks and activities are transferred from the CherryRoad PeopleSoft consultants to the State team. This plan also describes the documentation process related to the development of staff so that leaders can monitor and maintain the skill growth throughout the project and beyond.

Acceptance Criteria:

The O5 Knowledge Transfer Plan will include the following:

1. A list of State team members, by role, to be trained and coached by CherryRoad
2. A description of knowledge transfer methods
3. A list of content to be taught and transferred by CherryRoad, per pillar per project stage
4. A knowledge transfer schedule per role
5. A knowledge transfer scorecard template

Stage 2 – Design & Build

In Stage 2 – Design & Build the following two deliverables will support the Organizational Change Management effort.

O6 Department Work Plan Deliverable Definition

The purpose of department work plan will be to ensure the State departments are fully engaged with the project, and they complete specific requisite tasks and activities that will lead up to the deployment of the new system for their department. Individual department work plans will be department specific and developed by the State departments using the O6 Department Work Plan as a template work plan. The O6 Department Work Plan will be developed by the project team. The plan should include standard department tasks, responsibilities, and schedules.

Acceptance Criteria:

The O6 Department Work Plan deliverable is considered complete when the document has been drafted by the project team, reviewed by select members of the department community, and presented to the State project management team for approval. The O3 Department Work Plan content will include the following at a minimum:

1. Department roles and responsibilities
2. A master list of Statewide department project activities list and tracking template, to include:
   a. Business Processes
   b. RICE development items
   c. Security
   d. Workflow
   e. Training
   f. Production Support
3. Department readiness status reporting process

O7 Department Change Impact Analysis Deliverable Definition

The purpose of the O7 Department Change Impact Analysis is to document the anticipated changes that will impact State departments, the magnitude of those changes, and any tasks or activities that should occur to mitigate whatever risks may be associated with the departmental changes.

Acceptance Criteria:

The deliverable will be complete following the submission and approval of the O7 Department Change Impact Analysis. For each department, the analysis will include the change impact of the PeopleSoft implementation on the following:

1. Business Processes
2. Roles
3. Master Data
4. Interfaces and Integration
5. Workflow
6. Reporting
7. Operations
8. Technology

Stage 3 - Test

In Stage 3 – Test the following four deliverables will support the Organizational Change Management effort.

P6 Deployment Plan Deliverable Definition

The P6 Deployment Plan outlines the CherryRoad and State activities to transition to the PeopleSoft production systems. The plan will identify all of the dependencies for initiating the cutover to production, the production migration itself, and the post–implementation processes that must be executed to stabilize the deployment.

Acceptance Criteria:

The P6 Deployment Plan is a narrative plan, outlining the approach for deploying the PeopleSoft system into the production environment. The P6 Deployment Plan will include the following:

1. Tasks and dependencies for implementing the production infrastructure
2. Data conversion sequencing including extract generation and data load
3. Application Configuration management through the completion of the cutover activities
4. Security and Portal Configuration management through the completion of the cutover activities
5. Step–by–step tasks for completing the final RICE development object migrations
6. Department deployment considerations
7. Communication channels to follow during the Go–Live cutover

T13 Department Security Configuration Deliverable Definition

Following the completion of the T12 Standard Security Configuration and F6 Final System Design deliverables, the project team will focus on completing the department specific security configuration, where security roles and user preferences are tied to individual department system users. The T13 Department Security Configuration deliverable will include the gathering of department security configuration requirements, and loading both the application and data security for those department users into the configuration environment in preparation for the F10 Integration Test Cycles.

Acceptance Criteria:

Each State department will complete template security configuration worksheets provided by the project team. The deliverable is complete following the successful load and validation of the T13 Department Security Configuration worksheets into the configuration environment.

B4 Final "To Be" Business Processes

At the conclusion of F10 Integration Testing, the functional deliverable content including the B3 Draft "To Be" Business Processes, F9 System Test, and F10 Integration Test deliverables will be leverage by the project team to create the final version of the State "To Be" business processes. The B4 Final "To Be" Business Processes deliverable is the final version of the future state business processes that will be implemented in conjunction with the PeopleSoft system.

Acceptance Criteria:

The B4 Final "To Be" Business Processes deliverable will provide departments with an understanding of how the post go–live business processes will work at the State. For the agreed upon business processes, the deliverable content should include the following:

1. Centralized roles and responsibilities
2. Departmental roles and responsibilities
3. Detail cross–functional flowchart (business process flows with swim lanes)
4. Business rules and corresponding PeopleSoft application guidelines
5. Enterprise system integration

B5 Operations and Maintenance Plan Deliverable Definition

The B5 Operations and Maintenance Plan deliverable defines the long-term support structure, roles, governance, and methods for managing the State's production environment following the short-term Stage 7 - Support stabilization period. The deliverable also defines the State's approach to transitioning from a stabilization organization structure to a long–term production support organization.

Acceptance Criteria:

The B5 Operations and Maintenance Plan will define the following long term production support policies and procedures:

1. Production support organization structure
2. Business process governance and system governance
3. Organization RASCI chart defining stakeholder roles in supporting the system
4. Policies and procedures on system operations
5. Help desk policies and procedures
6. Portfolio management including intake of requests for new features and setting priorities
7. Review and decision making process for requests for new features
8. System related communications

Stage 4 – Deployment Interfaces

For Stage 4 – Deployment the following three deliverables will support the Organizational Change Management effort.

P9 Interfaces Deployment Go/No-Go Document Deliverable Definition

The P9 Interfaces Deployment Go/No-Go Document deliverable authorizes the project team to proceed with the T17 Interfaces Go–Live Cutover deliverable and complete the PeopleSoft system migration to production.

Acceptance Criteria:

The P9 Interfaces Deployment Go/No-Go Document deliverable is a document that directs the project team to execute the T17 Interfaces Deployment Go–Live Cutover. The document provides a status of all critical elements indicating their readiness for going live including:

1. User Testing Results
2. Outstanding Issues list
3. Prioritized Risk List
4. Training Status
5. Department Readiness Status
6. Support System Status
7. Contingency Plan
8. General System Readiness

The document also lists and prioritizes all conditions that are assigned to CherryRoad and the State that must be satisfied after go-live for the P12 Final Acceptance deliverable to be approved by the State. For each condition, the document will describe the corresponding risks or issue we will encounter if the condition is not resolved. The conditions included in the document will be consistent with the CherryRoad assigned responsibilities as defined by the contract, project plan, and project deliverables.

A P10 DOE Deployment Go/No-Go Document deliverable and P11 PCS Deployment Go/No-Go Document deliverable will be completed in a similar fashion for their respective Payroll Process Phase deployments.

Attachment 11: Responses to Ongoing Services Requirements

CherryRoad's Attachment 11: Responses to Ongoing Services Requirement follows.

~~11.0~~1.0 Overview of Document

This document defines the roles and responsibilities of the State of Hawaii (State) and the Offeror for Ongoing Services:

- Ongoing Services:
  - Hosting Services
  - Maintenance and Operations (M&O) Services
  - Business Process Outsourcing (BPO) Services
  - Project Team Facilities

~~12.0~~2.0 Ongoing Services

The purpose of the Ongoing Services section is to describe the tasks and Deliverables ~~expected to occur~~ the Offeror shall provide to the State throughout the duration of the Contract and to define the expected roles and responsibilities of the State and the Offeror. The following areas are included in the Ongoing Services:

- Hosting Services or SaaS Services, as applicable
- M&O Services
- BPO Services
- Project Team Facilities

As noted in the RFP, each subsection below outlines the high-level roles and responsibilities of both the State and the Offeror. The State would like the Offeror to assume full management responsibility for the required Offeror and subcontractor personnel and associated services.

~~12.1~~2.1 Hosting (For SaaS and Offeror-Hosted Options)

Hosting Services Requirements are applicable to SaaS and Offeror-Hosted options and include the services and activities required to provide and support centralized sandbox, development, testing, training, production, and disaster recovery (DR) environments for the State's EPS System. The hosted environment includes, but is not limited to, datacenter backbone network, servers, disk storage, tape storage, monitoring tools, security tools, and systems software that support centralized EPS business applications and

databases. Track server utilization so that increases and decreases in utilization are noted and appropriate remedial actions are taken, if necessary.

~~12.1.1~~2.1.1 Hosting Services

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 8. Hosting Services - Roles and Responsibilities

#	Hosting Services - Roles and Responsibilities	Offeror	State	Proposed Hosting Option (SaaS, Offeror-Hosted)	Offeror Response (Y/N)	Offeror Comment
2.1.1.1	Provide a primary Tier III (or higher) data center for hosting of the EPS System.	X			Y	
2.1.1.2	Provide a secondary Tier III (or higher) alternate data center for production and DR purposes.	X			Y	
2.1.1.3	Provide appropriate onsite contact personnel who have authorized access to rooms and racks for equipment for scheduled installation time, in accordance with security procedures.	X			Y	
2.1.1.4	Provide and install all necessary power distribution boxes, conduits, grounding, surge, equipment racks, and lightning protection and associated hardware.	X			Y	
2.1.1.5	Provide necessary building alterations to meet wiring and any other site requirements.	X			Y	
2.1.1.6	Ensure that the environmental conditions for chosen equipment meet the manufacturer's requirements.	X			Y	

#	Hosting Services - Roles and Responsibilities	Offeror	State	Proposed Hosting Option (SaaS, Offeror-Hosted)	Offeror Response (Y/N)	Offeror Comment
2.1.1.7	Provide Infrastructure as a Service (IaaS) capabilities including:					
2.1.1.8	■ Providing virtualized server environments.	X			Y	
2.1.1.9	■ Provisioning of servers and operating systems.	X			Y	
2.1.1.10	■ Provisioning of storage on demand.	X			Y	
2.1.1.11	■ Provisioning of server, network and storage with no single point of failure.	X			Y	
2.1.1.12	■ Preconfigured access to Internet Service Provider (ISP) and State Wide Area Network (WAN) demarcation points.	X			Y	
2.1.1.13	■ Capability to replicate (in real or near real time) data to the alternate datacenter (see SLAs in "Appendix F, Service Level Agreement Requirements").	X			Y	
2.1.1.14	■ The capability to recover the application and data at the remote DR data center with minimal manual involvement.	X			Y	
2.1.1.15	■ The capability to migrate an application for the DR data center back to the primary data center with minimal manual involvement.	X			Y	

#	Hosting Services - Roles and Responsibilities	Offeror	State	Proposed Hosting Option (SaaS, Offeror-Hosted)	Offeror Response (Y/N)	Offeror Comment
2.1.1.16	Provide data center security and privacy to meet the State security requirements.	X			Y	
2.1.1.17	Provide firewall administration.	X			Y	
2.1.1.18	Provide data center Local Area Network (LAN) management.	X			Y	
2.1.1.19	Monitor applications and servers for availability as well as transaction and response time performance.	X			Y	
2.1.1.20	Provide high availability redundant network circuits connecting the hosting data centers to the State's Next-Generation Network (NGN) to meet network response time and high availability SLAs (see SLAs in "Appendix F, Service Level Agreement Requirements").	X			Y	
2.1.1.21	Align with IT Service Management industry-accepted best-practice principles such as Information Technology Infrastructure Library (ITIL), Control Objectives for Information and related Technology (CobIT) or similar standard principles.	X			Y	
2.1.1.22	Coordinate with and provide support to the State's Level 1, Level 2, and Level 3 help desks for incident and service request management and provide Hosting Services support and assistance as necessary to ensure maximum EPS System uptime.	X			Y	

#	Hosting Services - Roles and Responsibilities	Offeror	State	Proposed Hosting Option (SaaS, Offeror-Hosted)	Offeror Response (Y/N)	Offeror Comment
2.1.1.23	Support the DR and failover strategy and annual DR testing.	X			Y	
2.1.1.24	Adhere to the Hosting Services SLAs specified in "Appendix F, Service Level Agreement Requirements."	X			Y	

~~12.2~~2.2 Maintenance and Operations Support

~~12.2.1~~2.2.1 System Operations and Administration

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 9. EPS System Operations and Administration – Roles and Responsibilities

#	EPS System Operations and Administration – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.1.1	Define administrative computing systems requirements and policies (e.g. usage, monitoring agents).	X		Y	
2.2.1.2	Develop procedures for performing systems administration that meet requirements and adhere to defined policies.	X		Y	
2.2.1.3	Review and approve systems administration procedures.		X		
2.2.1.4	Establish, implement and maintain technical support policies and procedures that support the State's operation and support requirements.	X		Y	
2.2.1.5	Set up and manage end-user accounts, perform access control, manage files and disk space (for in scope operating system (OS) and system software) in accordance with the State requirements.	X		Y	
2.2.1.6	Install and configure OS per EPS System requirements.	X		Y	
2.2.1.7	Perform system or component configuration changes necessary to support computing services.	X		Y	
2.2.1.8	Provide agreed EPS System support services.	X		Y	
2.2.1.9	Install EPS System components.	X		Y	
2.2.1.10	Configure EPS System components.	X		Y	
2.2.1.11	Maintain and monitor EPS System components.	X		Y	

#	EPS System Operations and Administration – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.1.12	Register developer keys.	X		Y	
2.2.1.13	Perform required EPS System services in line with agreed procedures (e.g. system stop and start, monitoring changes, job scheduling changes, EPS System component patching (support package, plug-ins), EPS System upgrade (version change or enhancement pack installation, EPS System copy, database copy, EPS System client copy, specific backup or restore).	X		Y	
2.2.1.14	Perform required EPS System services in line with agreed procedures (e.g. database upgrade or patching, EPS System kernel patching).	X		Y	
2.2.1.15	Coordinate and perform EPS System support services according to agreed procedure.	X		Y	
2.2.1.16	Perform any other system-oriented tasks as they may appear in regular operation and/or with new EPS System releases.	X		Y	
2.2.1.17	Install and maintain EPS System parameters according to best practices.	X		Y	

~~12.2.2~~2.2.2 System Monitoring

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 10. System Monitoring – Roles and Responsibilities

#	System Monitoring – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.2.1	Propose monitoring policies, procedures and standards that meet EPS System best practices and the State requirements including:	X		Y	

#	System Monitoring – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.2.2	■ Monitoring of buffers, database buffers, table space fragmentation, database space, unusual growth and propose solution in case of alert.	X		Y	
2.2.2.3	■ Monitoring of system logs, update error, database corruption, jobs, and propose solution in case of alert.	X		Y	
2.2.2.4	■ Monitoring of alert notification interface (e.g. Simple Mail Transfer Protocol (SMTP), send mail), and propose a solution in case of an alert.	X		Y	
2.2.2.5	■ Monitoring of transaction and trace logs, network event logs and traces, garbage collector, memory and CPU utilization, indexes, etc., and propose a solution in case of an alert.	X		Y	
2.2.2.6	■ Monitoring of middleware (e.g. workflows, in- and out-bound queues) and report to the State according to agreed procedure.	X		Y	
2.2.2.7	Monitoring of end-to-end transaction response time to allow measurements against SLAs (see "Appendix F, Service Level Agreement Requirements").	X		Y	CherryRoad will work with the State to identify
2.2.2.8	Review and agree with monitoring procedures.		X		
2.2.2.9	Implement agreed to monitoring policies, procedures and standards.	X		Y	
2.2.2.10	Provide console monitoring, troubleshooting, repair and escalation of problems in the hosted environment.	X		Y	
2.2.2.11	Monitor all EPS System components as agreed in above mentioned monitoring policies, procedures and standards.	X		Y	

#	System Monitoring – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.2.12	Provide preventive measures for proactive monitoring and self-healing capabilities to limit outages that impact service delivery.	X		Y	
2.2.2.13	Monitor batch and job scheduling.	X		Y	
2.2.2.14	Proactively monitor table spaces.	X		Y	
2.2.2.15	Monitor defined interfaces.	X		Y	
2.2.2.16	Monitor long running jobs or processes and shortage of available processes, and report to the State according to agreed to procedures.	X		Y	
2.2.2.17	Monitor, identify and report EPS System problems and availability from the perspective of the end user.	X		Y	
2.2.2.18	Resolve or assist in resolving application problems in accordance with SLAs (see "Appendix F, Service Level Agreement Requirements"), and escalate as required.	X		Y	

~~12.2.3~~2.2.3 Incident and Problem Management (Level 1 and Level 2)

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 11. Incident and Problem Management (Level 1 and Level 2) - Roles and Responsibilities

#	Incident and Problem Management (Level 1 and Level 2)- Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.3.1	Propose incident and problem management policies, procedures and standards.	X		Y	

#	Incident and Problem Management (Level 1 and Level 2)- Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.3.2	Review the State's incident and problem management policies, procedures and standards; propose changes to meet the State requirements and organization.	X		Y	
2.2.3.3	Adapt and implement incident and problem management procedures per the State requirements.	X		Y	
2.2.3.4	Establish operations and service management quality assurance and control programs.	X		Y	
2.2.3.5	Approve operations and service management quality assurance and control programs.		X		
2.2.3.6	Perform quality assurance and quality control programs.	X		Y	
2.2.3.7	Establish incident/problem classification by priority.	.	X		
2.2.3.8	Establish incident/problem workflow, escalation, communication and reporting processes that help to achieve the SLAs (see "Appendix F, Service Level Agreement Requirements").	X		Y	
2.2.3.9	Review and approve incident/problem classification, prioritization, workflow, communication, escalation and reporting processes.		X		
2.2.3.10	Manage entire incident/problem lifecycle including detection, diagnosis, State status reporting, repair and recovery.	X		Y	
2.2.3.11	Ensure incident resolution activities conform to defined change control procedures.	X		Y	
2.2.3.12	Manage efficient workflow of incidents including the involvement of third-party providers (e.g. public carriers, ISP).	X		Y	
2.2.3.13	Coordinate end-user support activities with the Offeror.		X		

#	Incident and Problem Management (Level 1 and Level 2)- Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.3.14	Coordinate any EPS System incident management reporting, tracking, escalation and resolution activities with the State.	X		Y	
2.2.3.15	Provide the State with access and input capabilities to Offeror's incident and problem management tracking system to allow for incident and related problem monitoring and ad hoc reporting.	X		Y	
2.2.3.16	Coordinate and take ownership of EPS System related problem resolution with the State and third-parties.	X		Y	
2.2.3.17	Perform Root Cause Analysis (RCA) of incidents, document findings and take corrective actions for in scope services. Resolve problem and/or substantiate that all reasonable actions have been taken to prevent future reoccurrence.	X		Y	
2.2.3.18	Periodically review the status of open incidents and related problems and the progress being made in addressing problems.		X		
2.2.3.19	Conduct incident and problem management review sessions and provide listing and status of same categorized by problem impact.	X		Y	
2.2.3.20	Participate in incident and problem management review sessions and provide listing and status of same categorized by problem impact.		X		
2.2.3.21	Identify and recommend possible enhancement opportunities for improved operational performance and potential cost impact.	X		Y	
2.2.3.22	Authorize closure of the State initiated Critical and High priority incidents.		X		

#	Incident and Problem Management (Level 1 and Level 2)- Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.3.23	Approve minor enhancement projects to implement operational improvements.		X		
2.2.3.24	Super User Support				
2.2.3.25	Answer end-user "how-to" questions (i.e. the most basic type of questions).		X		
2.2.3.26	Deliver end-user refresher training.		X		
2.2.3.27	Log incidents with the help desk or directly into the incident and problem management system (e.g. self-service).		X		
2.2.3.28	Capture and log enhancement requests.		X		
2.2.3.29	Escalate to Level 1 help desk or EPS Support Center.		X		
2.2.3.30	Help Desk (Level 1)				
2.2.3.31	Perform password and end-user id resets.		X		
2.2.3.32	Troubleshoot, manage, track and report problems end users experience with desktop applications, hardware, and software.		X		
2.2.3.33	Troubleshoot, manage, track and report problems end users experience specific to the operational environment.		X		
2.2.3.34	Troubleshoot, manage, track and report problems end users experience with EPS System.		X		
2.2.3.35	Perform initial triage in order to troubleshoot, manage, track and report problems end users experience with EPS System.		X		
2.2.3.36	Escalate to Level 2 support to manage, track and report problems end users experience with EPS System.		X		

#	Incident and Problem Management (Level 1 and Level 2)- Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.3.37	Provide ongoing communication to end user as to the status of issue and resolution (i.e. should also be available as self-service).		X		
2.2.3.38	Perform problem escalation, review and reporting.		X		
2.2.3.39	Maintain Level 1 problem escalation procedures.		X		
2.2.3.40	Maintain Level 2 application support escalation procedures.	X		Y	

~~12.2.4~~2.2.4 ERP System Problem Management Services (Level 2 and Level 3)

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 12. ERP System Problem Management (Level 2 and Level 3) – Roles and Responsibilities

#	ERP System Problem Management (Level 2 and Level 3) – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.4.1	Initiate problem resolution priority and assign resources.	X		Y	
2.2.4.2	Analyze EPS System problems.	X		Y	
2.2.4.3	Provide ongoing updates on problem resolution status.	X		Y	
2.2.4.4	Coordinate Level 2/3 application problem management for the EPS System.	X		Y	
2.2.4.5	Track and report incidents and problems.	X		Y	
2.2.4.6	Troubleshoot, manage, track and report operational problems with disk sub-systems, operating system, network, etc.	X		Y	
2.2.4.7	Troubleshoot, manage, track and report operational problems that are result of database and application issues.	X		Y	

#	ERP System Problem Management (Level 2 and Level 3) – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.4.8	Troubleshoot, manage, track, and report desktop application installation issues.	X		Y	
2.2.4.9	Escalate problems as necessary according to incident and service management procedures.	X		Y	
2.2.4.10	Coordinate with and provide support to the State's help desk for incident and service request management.	X		Y	
2.2.4.11	Provide Level 2 technical support and assistance as necessary to ensure maximum EPS System uptime.	X		Y	

#	ERP System Problem Management (Level 2 and Level 3) – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.4.12	Establish, staff and operate a Level 3 EPS System support help desk responsible for: ■ Receive and log incidents received from Level 1 and Level 2 help desks. ■ Categorize and log IT inquiries/problems/requests. ■ Determine inquiry/problem request/resolution requirements. ■ Resolve inquiry/problem according to SLAs. ■ Escalate to EPS System software vendor(s), if necessary). ■ Identify problem characteristics and, if possible, root cause. ■ Notify the State Level 1 and Level 2 help desk, as required. ■ Monitor problems until problem is resolved. ■ Provide ongoing communication and reporting on the status of problems. ■ Communicate resolution status and provide closure notification. ■ Perform trend analysis of incidents and problems and report findings on a monthly basis.	X		Y	

~~12.2.5~~2.2.5 Root Cause Analysis

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 13. Root Cause Analysis – Roles and Responsibilities

#	Root Cause Analysis – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.5.1	Provide RCA policies, procedures and standards.	X		Y	
2.2.5.2	Develop procedures for performing RCA that meet requirements and adhere to defined policies.	X		Y	
2.2.5.3	Approve RCA procedures.		X		
2.2.5.4	Conduct proactive trend analysis to identify recurring problems.	X		Y	
2.2.5.5	Track and report recurring problems or failures and provide associated consequences of problems, including business impact to the State.	X		Y	
2.2.5.6	Recommend solutions to address recurring problems or failures.	X		Y	
2.2.5.7	Approve solutions to address recurring problems or failures.		X		
2.2.5.8	Identify root cause of the State defined Critical and High Priority Incidents and recommend appropriate resolution action.	X		Y	
2.2.5.9	Approve solutions to address Critical and High Priority Incidents.		X		
2.2.5.10	Provide status reports detailing the RCA and the procedure for correcting recurring problems of Critical and High Incidents until closure, as defined by the State.	X		Y	

~~12.2.6~~2.2.6 User Account Management

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 14. User Account Management – Roles and Responsibilities

#	User Account Management - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.6.1	Manage and perform EPS System User Account (UA) maintenance, including: ■ New UAs ■ UA refresh ■ UA copy (e.g. complete UA copy) ■ Cross-instance UA copy ■ UA deletion	X		Y	
2.2.6.2	Approve EPS System UA maintenance.		X		
2.2.6.3	Perform setup and monitoring of security and authorization configuration.	X		Y	
2.2.6.4	Define access privileges.	X		Y	
2.2.6.5	Assign new UAs.	X		Y	
2.2.6.6	Define procedure to provide access keys, VPN, etc.	X		Y	

~~12.2.7~~2.2.7 Security Administration

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 15. Security Administration - Roles and Responsibilities

#	Security Administration – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.7.1	Define EPS System security requirements, standards, procedures and policies including regulatory requirements.		X		
2.2.7.2	Assist in developing security standards, policies, and procedures including, but not limited to integration of industry best practices.	X		Y	
2.2.7.3	Conduct risk assessment to identify control or security gaps.	X		Y	
2.2.7.4	Provide security plan and infrastructure based on security requirements, standards, procedures, policies, incorporating federal, State, and local requirements and risks.	X		Y	
2.2.7.5	Review and approve security plans.		X		
2.2.7.6	Implement physical and logical security plans consistent with the State security policies and industry standards.	X		Y	
2.2.7.7	Establish access profiles and policies for adding, changing, enabling/disabling, and deleting logon access of State employees, agents and subcontractors.		X		
2.2.7.8	Perform logon/security-level access changes at the OS and system software level as detailed in profiles and policies.	X		Y	
2.2.7.9	Report security violations to the State per approved policies.	X		Y	
2.2.7.10	Resolve security violations internal to the State.		X		

#	Security Administration – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.7.11	Review all security patches relevant to the environment and classify the need and speed in which the security patches should be installed as defined by the State security policies.	X		Y	
2.2.7.12	Install security patches.	X		Y	
2.2.7.13	Perform periodic security audits.		X		
2.2.7.13A	Perform on-demand and unannounced penetration testing.		X		
2.2.7.14	Provide documentation of the performance by an experienced third-party consultancy of external penetration tests on, at least, a quarterly basis, and internal network security audits at least annually. The audits should be against International Organization for Standardization (ISO) 27001/2 and in compliance with Statement on Standards for Attestation Engagements (SSAE16).	X		Y	
2.2.7.15	Provide documented requirements (e.g. design and audit procedures) for network security to ensure that other customers will not compromise its shared-service infrastructure.	X		Y	
2.2.7.16	Maintain all documentation required for security audits, internal controls and control testing.	X		Y	
2.2.7.17	Place and support systems with particularly sensitive data in controlled access areas. Only end users with authorized access permission will be allowed to enter these areas.	X		Y	
2.2.7.18	Assist with third-party security audits.	X		Y	
2.2.7.19	Perform prompt removal of end users when access is no longer required.	X		Y	

#	Security Administration – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.7.20	Review of the end user access list at least every 90 days to ensure terminated staff accounts or unused end user accounts have been removed from the EPS System.		X		
2.2.7.21	Provide a documented policy for "hardening" the underlying virtualized infrastructure that its services run on.	X		Y	
2.2.7.22	Provide validated and documented procedures for configuration management, patch installation and malware prevention for all servers and PCs involved in service delivery.	X		Y	
2.2.7.23	Provide documented set of controls to ensure the separation of data and security information among customer applications.	X		Y	
2.2.7.24	Provide review of the security of applications and any supporting code (e.g. AJAX, ActiveX controls, Java applets) used.	X		Y	
2.2.7.25	Provide content monitoring and filtering, or data loss prevention inappropriate for data flows.	X		Y	
2.2.7.26	Provide adequate protection of data that is covered by regulatory or other compliance requirements.	X		Y	
2.2.7.27	Provide documented procedures to perform background checks on personnel with administrative or other privileged access to servers, applications or customer data.	X		Y	
2.2.7.28	Provide documented procedures for superuser privilege management and database activity monitoring controls or the equivalent to detect inappropriate behavior by personnel with administrative access.	X		Y	

#	Security Administration – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.7.29	Provide documented process for evaluating security alerts from the OS and application vendors, shielding systems from attack until patched, and installing security patches and service packs.	X		Y	
2.2.7.30	Provide and execute documented procedures for security monitoring and log management functions, and use write-once technology or other secure approaches for storing audit trails and security logs.	X		Y	
2.2.7.31	Provide documented established procedures for vulnerability management, intrusion prevention, incident response, incident escalation, and investigation.	X		Y	
2.2.7.32	Demonstrate that the security staff average more than four years of experience in information and network security.	X		Y	
2.2.7.33	Demonstrate that more than 75% of the Offeror's security staff has security industry certification (e.g. Certified Information Systems Security Professional, Global Information Assurance Certification, or equivalent).	X		Y	
2.2.7.34	Demonstrate that staff has vendor certification for the specific firewall equipment they will manage.	X		Y	
2.2.7.35	Provide documented identity management and help desk procedures for authenticating callers before resetting access controls, establishing and/or deleting accounts.	X		Y	

~~12.2.8~~2.2.8 Storage Management

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 16. Storage Management – Roles and Responsibilities

#	Storage Management - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.8.1	Recommend techniques and procedures to ensure disk storage resources are utilized in an efficient and cost-effective manner, as well as meeting business requirements.	X		Y	
2.2.8.2	Maintain and improve storage resource efficiency and space requirements.	X		Y	
2.2.8.3	Regularly review backup and recovery procedures to demonstrate recoverability. Verify that actual practices are in concert with State business requirements and procedures and report the results.	X		Y	
2.2.8.4	Provide data storage and data management services (e.g. RAID array, SAN, NAS, tape, optical).	X		Y	
2.2.8.5	Provide data backup and restoration services in accordance with State-established policies.	X		Y	
2.2.8.6	Secure backup media in independently certified, U.L. Class II media storage vaults that meet the design and construction requirements of National Fire Protection Association (NFPA)232, Standard for the Protection of Records.	X		Y	
2.2.8.7	Perform periodic incremental and full tape backups/exchange backup tapes with storage at an off-site facility.	X		Y	
2.2.8.8	Provide input processing activities (e.g. loading third-party media, receipt, and/or transmission of batch files).	X		Y	
2.2.8.9	Maintain a tape library management system and transport tapes to the production area as needed.	X		Y	

#	Storage Management - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.8.10	Maintain data set placement and manage data catalogs.	X		Y	
2.2.8.11	Manage file transfers and other data movement activities.	X		Y	
2.2.8.12	Manage input media availability to meet processing service levels.	X		Y	
2.2.8.13	Manage the media inventory to ensure that adequate media resources are available.	X		Y	
2.2.8.14	Acquire and manage consumables (e.g. tape, disks) in support of the State's backup requirements for the data center.	X		Y	
2.2.8.15	Plan, execute and report on the replacement of media in the scratch tape pool before 80% of its expected life (i.e. as defined by the media manufacturer) on a going-forward basis.	X		Y	
2.2.8.16	Monitor and control storage performance according to storage and data management policies.	X		Y	
2.2.8.17	Monitor and demonstrate compliance with the State's retention and storage requirements.	X		Y	
2.2.8.18	Monitor the execution of utilities that report on fixed/pool record capacity for the EPS System and provide reports, as necessary.	X		Y	
2.2.8.19	Effectively track, manage, communicate and resolve all tape exceptions.	X		Y	
2.2.8.20	Ensure all replaced media (e.g. tapes and disk storage are cleared of data, pursuant to NIST 800-88 requirements. Any media no longer required should be destroyed or shredded in a similar fashion.	X		Y	

#	Storage Management - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.8.21	Exchange backup tapes with off-site storage facility.	X		Y	
2.2.8.22	Provide secure off-site storage for designated media and transport media to off-site location as required.	X		Y	
2.2.8.23	Periodically test and verify validity of tapes.	X		Y	
2.2.8.24	Perform periodic audits to ensure proper cataloging of media.	X		Y	
2.2.8.25	Report disk space and tape utilization.	X		Y	
2.2.8.26	Manage tape storage service provider.	X		Y	
2.2.8.27	Perform recoup for EPS System production databases on a regular basis and verify that roll-in is done after verifying reports.	X		Y	
2.2.8.28	Perform restores of test systems in accordance with State approved policies and procedures.	X		Y	
2.2.8.29	Schedule and execute implementation of additional DASD required for EPS System.	X		Y	

~~12.2.9~~2.2.9 Output Management

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 17. Output Management – Roles and Responsibilities

#	Output Management - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.9.1	Develop and document output management (OM) requirements and policies, including transport, delivery locations and schedule requirements.	X		Y	
2.2.9.2	Define business requirements for printer, fax and OM.		X		
2.2.9.3	Define application requirements for printer, fax and OM.	X		Y	
2.2.9.4	Define technical requirements for printer, fax and OM.	X		Y	
2.2.9.5	Approve technical requirements for printer, fax, and OM		X		
2.2.9.6	Develop and document OM procedures that meet requirements and adhere to defined policies.	X		Y	
2.2.9.7	Review and approve OM procedures.		X		
2.2.9.8	Procure OM equipment.	X		Y	
2.2.9.9	Configure, monitor, test and manage OS printer / fax / OM queues and spool files.	X		Y	
2.2.9.10	Ensure that output devices are functioning, including performing or coordinating routine maintenance.	X		Y	
2.2.9.11	Maintain printer / fax / OM application parameters.	X		Y	

#	Output Management - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.9.12	Manage application printer / fax / OM processes and output queues at the application layer.	X		Y	
2.2.9.13	Perform spool administration and logical printer management inside the system.	X		Y	
2.2.9.14	Investigate and resolve application related printer / fax / OM problems.	X		Y	
2.2.9.15	Investigate and resolve infrastructure related printer / fax / OM problems.	X		Y	
2.2.9.16	Provide OM device maintenance and service.	X		Y	
2.2.9.17	Provide technical team with output device IP address / technical configuration.	X		Y	
2.2.9.18	Cancel output jobs at O/S level.	X		Y	
2.2.9.19	Configure printer / fax / OM profile parameters in the application.	X		Y	
2.2.9.20	Support and maintain printer / fax / output application.	X		Y	
2.2.9.21	Support and maintain printer / fax / output integration components on the application.	X		Y	
2.2.9.22	Support and maintain printer / fax / output integration components on the server.	X		Y	
2.2.9.23	Support and maintain printer / fax / output integration server.	X		Y	
2.2.9.24	Provide print OM and distribution.	X		Y	
2.2.9.25	Separate and organize printed output materials accordingly.	X		Y	
2.2.9.26	Ensure that printed output is delivered to the State specified delivery locations according to schedule.	X		Y	

#	Output Management - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.9.27	Acquire and manage consumables (e.g. paper, print ribbons, ink, and tapes) and coordinate acquisition of additional materials, as needed.	X		Y	

Y

~~12.2.10~~2.2.10 Batch – Job Control and Scheduling

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 18. Batch – Job Control and Scheduling – Roles and Responsibilities

#	Batch – Job Control and Scheduling - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.10.1	Define job scheduling requirements, application software interdependencies, and rerun requirements for all production jobs.	X		Y	
2.2.10.2	Define requirements and maintain documentation of all job scheduling and re-run requirements.	X		Y	
2.2.10.3	Define test and demand batch scheduling requirements.	X		Y	
2.2.10.4	Utilize and manage scheduling tools for automating job execution (e.g. job workflow processes interdependencies, rerun requirements, file exchange functions, and print management).	X		Y	
2.2.10.5	Produce and distribute job schedule.	X		Y	
2.2.10.6	Create, maintain and update code required for job control and scheduling.	X		Y	
2.2.10.7	Identify job scheduling changes to improve application job stream effectiveness.	X		Y	

#	Batch – Job Control and Scheduling - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.10.8	Provide job scheduling, job execution, reporting and resolution, taking into account infrastructure and EPS System interdependencies.	X		Y	
2.2.10.9	Execute test and demand batch jobs on appropriate systems.	X		Y	
2.2.10.10	Maintain database of job scheduling, contact, rerun, and interdependencies.	X		Y	
2.2.10.11	Perform quality control on test-to-production results.	X		Y	
2.2.10.12	Perform job monitoring.	X		Y	
2.2.10.13	Monitor failed job.	X		Y	
2.2.10.14	Assess impact of failed jobs.	X		Y	
2.2.10.15	Provide notification to end users of failed jobs.	X		Y	
2.2.10.16	Recover/resolve from failed jobs.	X		Y	
2.2.10.17	Validate job results and re-run per instructions.	X		Y	
2.2.10.18	Terminate/cancel jobs per requests or pre-defined procedures.	X		Y	
2.2.10.19	Provide job rejection analysis with error notification to the end user.	X		Y	
2.2.10.20	Provide quality control for reprocessing activities (e.g. batch reruns).	X		Y	
2.2.10.21	Provide schedule status.	X		Y	
2.2.10.22	Notify the State and maintain a history of job completion results.	X		Y	

~~12.2.11~~2.2.11 EPS Router Remote Access

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 19. Remote Access Facilities – Roles and Responsibilities

#	Database Management Administrations - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.11.1	Define remote access (RA) policies and procedures.	X		Y	
2.2.11.2	Approve RA policies and procedures		X		
2.2.11.3	Participate in defining and accept RA policies and procedures.	X		Y	
2.2.11.4	Install, test, and provide technical support, administration and security administration for RA hardware and software.	X		Y	
2.2.11.5	Perform system or component configuration changes necessary to support remote access services.	X		Y	
2.2.11.6	Monitor and report EPS Router intrusions attempts.	X		Y	

~~12.2.12~~2.2.12 Database Administration

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 20. Database Administration – Roles and Responsibilities

#	Database Management Administrations - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.12.1	Define authorization requirements for users, roles, schemas, etc.	X		Y	
2.2.12.2	Approve authorization requirements for users, roles, schemas, etc. service request.		X		
2.2.12.3	Provide security administration including managing role and user database permissions in accordance with approved State policies and procedures.	X		Y	
2.2.12.4	Perform database restores from export dumps or backups.	X		Y	
2.2.12.5	Create/refresh databases (e.g. development, quality assurance (QA), and training) from production data.	X		Y	
2.2.12.6	Execute authorization change requests.	X		Y	
2.2.12.7	Define database creation, configuration, upgrade, patches and refresh requirements.	X		Y	
2.2.12.8	Execute database creation, configuration, upgrades, patches and refresh.	X		Y	
2.2.12.9	Execute all database system level changes (e.g. initialization parameters).	X		Y	
2.2.12.10	Execute all schema changes for all database instances.	X		Y	

#	Database Management Administrations - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.12.11	Define database data definition requirements for applications (e.g. MAC for tables, triggers, and attributes).	X		Y	
2.2.12.12	Execute database data definition requirements for applications (e.g. MAC for tables, triggers, and attributes).	X		Y	
2.2.12.13	Maintain documentation for all database instance parameters and system settings.	X		Y	
2.2.12.14	Maintain consistency of non-sizing and non-platform specific database parameters and system settings across all like instances (i.e. consistency must be maintained according to established development to QA to production life cycle).	X		Y	
2.2.12.15	Define database definition and manipulation requirements for applications and developer schemas.	X		Y	
2.2.12.16	Execute database data definitions for non-managed applications and developer schemas.	X		Y	
2.2.12.17	Define and execute database performance and tuning scripts in order to keep databases running at optimal performance for the State's workload.	X		Y	
2.2.12.18	Perform database tuning and optimizations.	X		Y	
2.2.12.19	Perform database capacity utilization analysis.	X		Y	
2.2.12.20	Perform database imports/exports.	X		Y	
2.2.12.21	Utilize and administer appropriate database management tools across all database instances (i.e. performance metrics and historical data must be available for trending and reporting over a minimum of 6 months).	X		Y	

#	Database Management Administrations - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.12.22	Identify locking conflicts, latch contention, and rollback requirements, etc. for all database instances.	X		Y	
2.2.12.23	Report locking conflicts, latch contention, rollback requirements, etc. for all database instances, and resolve as required.	X		Y	
2.2.12.24	Provide technical assistance and subject matter expertise to the State and third-party vendor support, as requested by the State.	X		Y	
2.2.12.25	Provide data dictionary expertise, end user data assistance, data warehouse metadata definition, data mapping functions, and creation of data cubes.	X		Y	
2.2.12.26	Monitor database and generate automatic trouble tickets for problems.	X		Y	
2.2.12.27	Open, track, and manage to resolution all database problems.	X		Y	
2.2.12.28	Plan and coordinate database upgrades and patches.	X		Y	
2.2.12.29	Patch database software as needed according to established development to QA to production lifecycle.	X		Y	
2.2.12.30	Manage database communication software configuration, installation, and maintenance.	X		Y	
2.2.12.31	Provide database storage management.	X		Y	
2.2.12.32	Approve database backup schedules, retention periods, and backup levels (e.g. full, incremental, or differential).		X	Y	
2.2.12.33	Define and execute the State's database backup and recovery policies.	X		Y	

#	Database Management Administrations - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.12.34	Perform EPS database administration, including:	X		Y	
2.2.12.35	■ Scheduled database maintenance and support	X		Y	
2.2.12.36	■ Table management and reorganization	X		Y	
2.2.12.37	■ Index analysis	X		Y	
2.2.12.38	■ Creation and management of tables and indexes	X		Y	
2.2.12.39	■ Growth analysis	X		Y	
2.2.12.40	■ File localization	X		Y	
2.2.12.41	■ File systems distribution	X		Y	
2.2.12.42	Schedule database specific related jobs (e.g. running database statistics).	X		Y	
2.2.12.43	Perform database copies and application database refreshes.	X		Y	
2.2.12.44	Backup of database archive of logs.	X		Y	
2.2.12.45	Provide and configure database storage management systems.	X		Y	

~~12.2.13~~2.2.13 OS, Application and Database Backup and Recovery

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 21. OS and Application and Database Backup and Recovery – Roles and Responsibilities

#	OS, Application and Database Backup and Recovery - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.13.1	Define and approve EPS System backup and restore strategy.		X		
2.2.13.2	Develop and implement EPS System data backup and restore procedures in accordance with approved State strategy.	X		Y	
2.2.13.3	Define backup times, schedules, and point of restore based upon the State requirements.	X		Y	
2.2.13.4	Approve requirements for backup times and schedules.		X		
2.2.13.5	Create and maintain backup scripts.	X		Y	
2.2.13.6	Maintain backup architecture (e.g. tape library and drives).	X		Y	
2.2.13.7	Test central/remote application backup and restore procedures based on State approved guidelines.	X		Y	
2.2.13.8	Perform complete/incremental backup.	X		Y	
2.2.13.9	Monitor the backup processes.	X		Y	
2.2.13.10	Verify the backup media integrity.	X		Y	
2.2.13.11	Notify the State when a backup has failed.	X		Y	
2.2.13.12	Label backup media.	X		Y	
2.2.13.13	Maintain backup library.	X		Y	

#	OS, Application and Database Backup and Recovery - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.13.14	Synchronize EPS System backup and restore tape rotation.	X		Y	
2.2.13.15	Prepare application and database for restore processes.	X		Y	
2.2.13.16	Restore single and/or multiple objects from the EPS System backup media.	X		Y	
2.2.13.17	Restore complete and/or incremental EPS System backup as required.	X		Y	
2.2.13.18	Monitor the EPS System restore process.	X		Y	
2.2.13.19	Store copies of the backups in a vault and/or off-site facility.	X		Y	
2.2.13.20	Roll forward from the archive logs after a restore (i.e. point in time recovery).	X		Y	
2.2.13.21	Validate the integrity and the consistency of the restored information.	X		Y	
2.2.13.22	Validate the integrity and the consistency of restored information at the database layer.	X		Y	
2.2.13.23	Validate the integrity and the consistency of restored information at the application layer.	X		Y	
2.2.13.24	Validate the integrity and the consistency of restored information at the OS layer.	X		Y	
2.2.13.25	Perform business-level validation of the integrity and consistency of the restored data.		X		
2.2.13.26	Notify the State when the restore has been completed.	X		Y	

~~12.2.14~~2.2.14 Change and Release Management

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 22. Change Management and Release Management - Roles and Responsibilities

#	Change and Release Management Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.14.1	Provide EPS System change and release management procedures and standards based on State policies.	X		Y	
2.2.14.2	Approve change classifications (e.g. impact, priority, risk) and change authorization process.		X		
2.2.14.3	Review and approve EPS System change and release management policies, procedures and standards; propose changes to meet the State requirements and organization.		X		
2.2.14.4	Maintain overall accountability for the EPS System change management activities.	X		Y	
2.2.14.5	Implement standard procedures and methods for each type of change including application services, interfaces, hardware, operating systems, databases, storage, network, batch schedule changes, etc.	X		Y	
2.2.14.6	Document and classify proposed changes to the EPS System, which include cost and risk impact and back-out plans for changes; and establish release management plans for major changes.	X		Y	
2.2.14.7	Develop and maintain a schedule of planned changes to be reviewed and approved, as required, by the State.	X		Y	
2.2.14.8	Authorize, approve, and/or alter scheduled changes for any change requests.		X		

#	Change and Release Management Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.14.9	Review release management details and alter, as appropriate, to meet the needs of the State (e.g. back out plan, go/no go decision).	X		Y	
2.2.14.10	Notify the State of changes, including the timing and impact of the change.	X		Y	
2.2.14.11	Coordinate change requests across service providers.	X		Y	
2.2.14.12	Manage SWAT teams for critical incidents related to the EPS System.	X		Y	
2.2.14.13	Resolve incidents that fall across the various domains.	X		Y	
2.2.14.14	Develop a business contingency plan (e.g. a back out plan) for each release.	X		Y	
2.2.14.15	Document and coordinate the change management and release management schedules across the EPS System, OS, hardware, database management system storage, network, facilities, etc.	X		Y	
2.2.14.16	Implement change and adhere to approved detailed release plans.	X		Y	
2.2.14.17	Report on the status of scheduled changes (e.g. EPS System, server, OS, infrastructure, network, integration changes, and batch job schedule).	X		Y	
2.2.14.18	Schedule and conduct change management and release management meetings to include review of planned changes and the results of changes.	X		Y	
2.2.14.19	Verify the changes implemented meet the objectives established by introducing the change and resolve any negative impacts.	X		Y	
2.2.14.20	Monitor EPS System changes and report the results of changes and impacts.	X		Y	
2.2.14.21	Assess impact of EPS System production changes, prior to and after the implementation of changes.	X		Y	

#	Change and Release Management Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.14.22	Assess impact of OS changes prior to and after the implementation of the changes.	X		Y	
2.2.14.23	Administer the version control system as it relates to release management of the State's custom configuration, extensions, etc. of the EPS System.	X		Y	
2.2.14.24	Modify configuration database, asset management items, and service catalog, if applicable, to reflect any implemented changes.	X		Y	
2.2.14.25	Maintain master copies of new versions of the EPS Systems in a secured software library and update configuration databases, accessible to the State.	X		Y	

~~12.2.15~~2.2.15 Configuration Management

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 23. Configuration Management Roles and Responsibilities

#	Configuration Management - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.15.1	Define configuration management policies.		X		
2.2.15.2	Establish processes and procedures for tracking configuration changes.	X		Y	
2.2.15.3	Approve configuration management processes and procedures.		X		
2.2.15.4	Utilize and maintain configuration management tools.	X		Y	

#	Configuration Management - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.15.5	Establish interfaces to problem and incident management, change management, technical support, maintenance and asset management processes.	X		Y	
2.2.15.6	Establish guidelines for physical and logical separation between development, QA, and production and the process for deploying and back out of configuration items.	X		Y	
2.2.15.7	Approve guidelines for physical and logical separation between development, QA, and production and the process for deploying and back out of configuration items.		X		
2.2.15.8	Establish configuration baselines as reference points for rebuilds, and provide ability to revert to stable configuration states.	X		Y	
2.2.15.9	Establish process for verifying the accuracy of configuration items, adherence to configuration management processes and identify deficiencies.	X		Y	
2.2.15.10	Provide the State with configuration management reports as required and defined by the State.	X		Y	
2.2.15.11	Audit configuration management process and the accuracy of the configuration data.		X		

~~12.2.16~~2.2.16 Capacity Management

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 24. Capacity Planning – Roles and Responsibilities

#	Capacity Planning – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.16.1	Establish a comprehensive capacity management planning process.	X		Y	
2.2.16.2	Utilize and implement tools that allow for the effective capacity management monitoring/trending of IT infrastructure, systems software and other IT components.	X		V	
2.2.16.3	Identify future business requirements that will alter capacity requirements; determine capacity management trends and provide reports to the State.	X		Y	
2.2.16.4	Manage capacity plan based on requirements (e.g. number of users and new applications).	X		Y	
2.2.16.5	Gather business requirements for additional users, new applications, etc.	X		Y	
2.2.16.6	Utilize application capacity requirements to define database modifications and issue appropriate change requests.	X		Y	
2.2.16.7	Utilize application capacity requirements to define OS modifications and issue appropriate change requests.	X		Y	
2.2.16.8	Utilize application capacity requirements to define disk sub-system modifications and issue appropriate change requests.	X		Y	

#	Capacity Planning – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.16.9	Utilize application capacity requirements to define network modifications and issue appropriate change requests.	X		Y	
2.2.16.10	Assess capacity impacts when adding, removing or modifying applications.	X		Y	
2.2.16.11	Perform monitoring of activities of IT resources (e.g. application, OS, server, database, network, disks, desktops, and laptops) usage to enable proactive identification of capacity and performance issues.	X		Y	
2.2.16.12	Capture trending information and forecast future State capacity requirements.	X		Y	
2.2.16.13	Assess incidents and problems related to throughput performance.	X		Y	
2.2.16.14	Recommend changes to system (e.g. components) to improve service performance.	X		Y	
2.2.16.15	Assess impact, risk, and cost of capacity changes.	X		Y	
2.2.16.16	Maintain capacity levels to optimize the use of existing IT resources and minimize the State's costs to receive the services at the contracted service levels.	X		Y	
2.2.16.17	Ensure adequate capacity exists within the IT environment to meet service level agreements (SLAs) requirements (see "Appendix XXX, Service Level Agreement Requirements"), taking into account daily, weekly and seasonal variations in capacity demands.	X		Y	
2.2.16.18	Provide utilization and capacity reporting.	X		Y	

~~12.2.17~~2.2.17 Performance Management

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 25. System Performance Tuning and Management – Roles and Responsibilities

#	System Performance Tuning and Management – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.17.1	Develop and document service component performance requirements.	X		Y	
2.2.17.2	Approve service component performance requirements.		X	Y	
2.2.17.3	Develop and document performance management procedures that meet policies, procedures and requirements.	X		Y	
2.2.17.4	Approve performance management procedures.		X	Y	
2.2.17.5	Perform service component tuning to maintain optimum performance in accordance with change management procedures.	X		Y	
2.2.17.6	Manage service component resources (e.g. devices and traffic) to meet defined availability and performance SLAs (see "Appendix XXX, Service Level Agreement Requirements").	X		Y	
2.2.17.7	Provide regular monitoring and reporting of service component performance, utilization and efficiency (e.g. proactive system monitoring).	X		Y	
2.2.17.8	Proactively evaluate, identify and recommend configuration or changes to configuration (e.g. hardware usage, index creation, index reorganization) which will enhance performance.	X		Y	
2.2.17.9	Develop improvement plans as required to meet SLAs.	X		Y	

#	System Performance Tuning and Management – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.17.10	Authorize improvement plans.		X		
2.2.17.11	Implement improvement plans and coordinate with third-parties, as required.	X		Y	
2.2.17.12	Provide technical advice and support to the application maintenance and development staff, as required.	X		Y	

~~12.2.18~~2.2.18 Disaster Recovery

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 26. Disaster Recovery – Roles and Responsibilities

#	Disaster Recovery - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.18.1	Define the State's IT service continuity and disaster recovery (DR) strategy, policies, and the State' emergency management requirements and scenarios for the ERP System.		X		
2.2.18.2	Recommend best practice IT service continuity and DR strategies, policies and procedures.	X		Y	
2.2.18.3	Define the State's data (e.g. file system, database, and flat files) replication, backup and retention requirements.		X		
2.2.18.4	Develop and maintain a detailed DR plan to achieve State requirements. The DR plan shall include, but not be limited to back-ups, storage management, and contingency operations to provide for recovering the State's EPS System within an established recovery timeframes.	X		Y	

#	Disaster Recovery - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.18.5	Determine key infrastructure components to support the DR strategy.	X		Y	
2.2.18.6	Implement DR infrastructure in alternate DR data centers and establish all network connectivity.	X		Y	
2.2.18.7	Identify appropriate resources, including an appropriately-qualified emergency coordinator, that support State's emergency preparedness requirements.	X		Y	
2.2.18.8	Establish processes to ensure IT service continuity, DR and emergency management plans are kept up-to-date and reflect changes in the State's environment and requirements.	X		Y	
2.2.18.9	Review and approve DR plan.		X		
2.2.18.10	Establish IT service continuity and DR test requirements.	X		Y	
2.2.18.11	Assist the State in IT service continuity, DR and emergency management activities, as requested.	X		Y	
2.2.18.12	Perform scheduled IT service continuity, DR and emergency management tests per State-approved policies and procedures.	X		Y	
2.2.18.13	Coordinate involvement of State personnel for IT services continuity and DR testing.		X		
2.2.18.14	Track and report IT service continuity and DR test results to the State.	X		Y	
2.2.18.15	Develop action plan to address any issues arising from IT service continuity and DR testing results.	X		Y	
2.2.18.16	Implement approved action plan and provide ongoing status until the State's requirements are met.	X		Y	

#	Disaster Recovery - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.18.17	Initiate the IT service continuity and DR plan in the event of State IT service continuity and DR event and notify all third-party service providers pursuant to the DR policies and procedures.		X		
2.2.18.18	Initiate the emergency operations center plan in response to the State-declared Emergency.		X		
2.2.18.19	Initiate the IT service continuity and DR plan in the event of a third-party service provider DR situation and notify the State per DR policies and procedures.	X		Y	
2.2.18.20	Coordinate with the State during a State-declared IT service continuity and DR situation, a State-declared emergency requiring third-party service provider support of the State emergency operations center, as well as any third-party service provider-declared IT service continuity and DR situation per approved policies and procedures.	X		Y	

~~12.2.19~~2.2.19 Break Fix Support Services

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 27. Break Fix Support Services – Roles and Responsibilities

#	Break Fix Support Services – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.19.1	Design, build and test application fixes.	X		Y	
2.2.19.2	Design, build and test infrastructure fixes.	X		Y	
2.2.19.3	Perform User Acceptance Testing and approve fixes.		X		
2.2.19.4	Perform unit testing of fixes.	X		Y	
2.2.19.5	Integration and system testing of fixes.	X		Y	
2.2.19.6	Coordinate migration of changes to production following the proposed change and release procedures.	X		Y	
2.2.19.7	Provide on-site support for the first two occurrences of each of the following cycles: quarter-end, calendar year-end, and fiscal year-end.	X		Y	

~~12.2.20~~2.2.20 Continuous Improvement Services

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 28. Continuous Improvement Services - Roles and Responsibilities

#	Continuous Improvement Services - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.20.1	Assist the State in defining the State future projects and requirements for EPS System hosting (e.g. system strategy, availability, capacity, performance, and IT continuity services).	X		Y	
2.2.20.2	Document all requirements in State-approved format (e.g. system specifications, data models, network design schematics) including acceptance criteria.	X		Y	
2.2.20.3	Approve all requirements documents.		X		
2.2.20.4	Develop design specifications.	X		Y	
2.2.20.5	Review and approve design specifications.		X		
2.2.20.6	Perform engineering functions required to implement design plans for additional or new products and services.	X		Y	
2.2.20.7	Implement approved EPS System related changes.	X		Y	
2.2.20.8	Conduct annual planning for technology refresh in compliance with software vendor licensing, specifications and upgrades.	X		Y	

#	Continuous Improvement Services - Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.20.9	Keep all Documentation current as break-fix services are completed and upgrades are deployed (system, training, and user). Also continuous process improvement services, i.e., making minor enhancements as requested by the State.	X		Y	

~~12.2.21~~2.2.21 Minor Enhancements and Ad-Hoc Requests

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 29. Minor Enhancements and Ad-Hoc Requests – Roles and Responsibilities

#	Minor Enhancement and Ad-Hoc Requests – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.21.1	Capture and verify service request (e.g. new report and configuration change).	X		Y	
2.2.21.2	Maintain backlog of requests.	X		Y	
2.2.21.3	Create conceptual and functional Design.	X		Y	
2.2.21.4	Create technical design and document the design.	X		Y	
2.2.21.5	Estimate effort, perform application impact assessment, and determine if the request is within the minor enhancement level of effort of 80 hours.	X		Y	
2.2.21.6	Review and approve ad hoc requests.		X		
2.2.21.7	Create and review application configuration change/modification plans.	X		Y	
2.2.21.8	Conduct walk-through review of configuration change/modification.	X		Y	
2.2.21.9	Program, compile and document configuration changes/modifications.	X		Y	
2.2.21.10	Perform unit testing on all changes.	X		Y	

#	Minor Enhancement and Ad-Hoc Requests – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.21.11	Perform string testing.	X		Y	
2.2.21.12	Perform integration testing.	X		Y	
2.2.21.13	Perform regression testing.	X		Y	
2.2.21.14	Perform user acceptance testing for all changes.		X		
2.2.21.15	Plan and manage end-user training and adoption of modifications.	X		Y	
2.2.21.16	Deliver end-user training.		X		
2.2.21.17	Update user documentation and training materials.		X		
2.2.21.18	Maintain technical architecture documentation.	X		Y	
2.2.21.19	Evaluate impact on applications DR plan and coordinate and update the change in the DR plans, if applicable.	X		Y	
2.2.21.20	Evaluate impact on system capacity and performance.	X		Y	

~~12.2.22~~2.2.22 Documentation

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 30. Documentation – Roles and Responsibilities

#	Documentation – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.22.1	Create and modify existing documentation.	X		Y	
2.2.22.2	Maintain overall accountability for management of documentation.	X		Y	

#	Documentation – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.22.3	Update existing documentation as required in order to enhance or improve quality of documentation.	X		Y	
2.2.22.4	For EPS System and in-scope application functionality, update existing documentation in order to enhance or improve quality of documentation.	X		Y	
2.2.22.5	Update existing EPS System documentation as required in order to enhance or improve the quality of the documentation.	X		Y	
2.2.22.6	Update existing document for infrastructure (e.g. operating system, disk, and network) in order to enhance or improve the quality of the documentation.	X		Y	
2.2.22.7	Document problem/request resolution in the help desk tool utilized by the State.	X		Y	
2.2.22.8	Create new documentation for enhancements.	X		Y	
2.2.22.9	Create user documentation for enhancements.	X		Y	
2.2.22.10	Create technical documentation for enhancements.	X		Y	
2.2.22.11	Create documentation to address existing gaps in documentation of current application configuration and functionality.	X		Y	

~~12.2.23~~2.2.23 Service Management and Quality Assurance (QA)

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 31. Service Management and Quality Assurance - Roles and Responsibilities

#	Service Management and QA- Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.23.1	Propose account management structure, planning and procedures.	X		Y	
2.2.23.2	Review account management structure, planning and procedures and propose changes to align with the State requirements and organization.		X		
2.2.23.3	Maintain and implement account management structure, planning and procedures accordingly.	X		Y	
2.2.23.4	Develop a service order process that clearly defines how to order change or delete services.	X		Y	
2.2.23.5	Recommend criteria and formats for administrative, service activity and SLA reporting.	X		Y	
2.2.23.6	Approve criteria and formats for administrative, service activity and SLA reporting.		X		
2.2.23.7	Develop and implement customer satisfaction program for tracking the quality of service delivery.	X		Y	
2.2.23.8	Provide reporting (e.g. statistics, trends, audits).	X		Y	
2.2.23.9	Receive business requests, monitor and report progress to business.		X		
2.2.23.10	Prioritize and approve major project or service requests.		X		
2.2.23.11	Approve requests requiring EPS System configuration changes.		X		

#	Service Management and QA- Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.23.12	Maintain prioritization of project or major service requests.		X		
2.2.23.13	■ Schedule and lead super user meetings		X		
2.2.23.14	■ Attend super user meetings		X		
2.2.23.15	Maintain and document EPS System SLAs.		X		
2.2.23.16	■ Super user team meetings		X		
2.2.23.17	■ Maintain and document application and database SLAs		X		
2.2.23.18	■ Maintain and document SLAs for infrastructure and support components		X		
2.2.23.19	Perform quality assurance and quality control programs.		X		
2.2.23.20	Establish operations and service management quality assurance and control programs.		X		
2.2.23.21	■ Assess and document stakeholder expectations		X		
2.2.23.22	■ Perform quality management assessment reviews and communicate to stakeholders		X		
2.2.23.22	■ Monitor progress against quality management assessment action items		X		
2.2.23.23	Provide application SLA reporting based on agreed upon form and format.	X		Y	

~~12.2.24~~2.2.24 Service Level Reporting

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 32. Service Level Reporting– Roles and Responsibilities

#	Service Level Reporting – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.2.24.1	Approve and document SLAs and reporting cycles.		X		
2.2.24.2	Document SLA requirements and agreements.		X		
2.2.24.3	Report on service performance improvement results.	X		Y	
2.2.24.4	Measure, analyze, and provide management reports on performance relative to requirements.	X		Y	
2.2.24.5	Develop SLA improvement plans where appropriate.	X		Y	
2.2.24.6	Review and approve improvement plans.		X		
2.2.24.7	Implement improvement plans.	X		Y	
2.2.24.8	Review and approve SLA metrics and performance reports.		X		

~~12.3~~2.3 Business Process Outsourcing (Optional)

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 33. Business Process Outsourcing - Roles and Responsibilities

#	Business Processing Outsourcing – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.3.1	Print and distribute paychecks and deposit advices.	X		Y	CherryRoad has included optional pricing for this requirement.
2.3.2	Print and distribute vendor checks.	X		Y	CherryRoad has included optional pricing for this requirement.
2.3.3	Generate Internal Revenue Service (IRS) related forms and reports including, but not limited to 941, W-2, W-2C, 1099.	X		Y	CherryRoad has included optional pricing for this requirement.
2.3.4	Establish printing services in Hawaii on the Island of Oahu.	X		Y	CherryRoad has included optional pricing for this requirement.

~~12.4~~2.4 Project Team Facilities(Optional)

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Offer to be rejected.

Table 34. Project Team Facilities - Roles and Responsibilities

#	Project Team Facilities – Roles and Responsibilities	Offeror	State	Offeror Response	Offeror Comment
2.4.1	Provide Project Team Facilities sufficient to support co-located Offeror and State staff during the execution of Implementation Services (e.g. conference rooms, furniture, testing and training labs; workstations, printers, Internet and network connectivity).	X		Y	
2.4.2	Establish Project Team Facilities within the Civic Center, downtown Honolulu, Hawaii	X		Y	

Attachment 12: Responses to Service Level Agreement Requirements

Attachment 12: Responses to Service Level Agreement Requirements follows:

1.0 Overview

Attachment 12: Responses to Service Level Agreement Requirements

The Offeror shall meet Service Level Agreement Requirements (SLAs) during Implementation Services (including Warranty Services) and Ongoing Services and shall continue to meet the SLAs following work performed in any subsequent change orders.
SLAs for Implementation Services SLAs and Ongoing Services SLAs are defined as follows:

Implementation SLAs (Definition)	Include project management tools and practices employed by the Offeror for managing the implementation work effort and service request processes to ensure consistency, accuracy, and timeliness during the implementation process. Implementation work will include sufficient parallel testing and confirmation that calculation priorities, methods and processes meet the client's specific parameters. Testing, Parallel and Go-Live phases must meet client's parameters at each phase and any inaccuracies surfaced must be corrected and fixed prior to a transition to Production and Ongoing Services. These SLAs also include Implementation Productivity Requirements that the Offeror must meet during implementation to prevent work defects and ensure timeliness of product delivery and other obligations.
Ongoing Services SLAs (Definition)	Include the performance metrics related to the services that the Offeror must provide in support of each Phase, including the EPS, after Go-Live. Ongoing Services SLAs will include all modifications to the EPS that will include, but not be limited to federal regulatory changes and state regulatory changes as well as negotiated bargaining unit changes. Vendor will provide the necessary environment to program and test calculation changes and certify changes prior to releasing modifications to Production. Availability and response time of the EPS, in whole and in part, is measured ~~from an end-user perspective~~ between the Contractor's router and the State's network in terms of payroll functions and transaction processing and calculation of results.

Contractor must receive Acceptance of the System from State no later than the Acceptance Date in the Work Plan

2.0 Implementation SLAs

Table 35. Implementation SLAs

#	Service Type	Service Measure	Performance ~~Target~~ Requirement	Performance %	Measurement Interval	Offeror Response	Offeror Comments
2.0.1	**Key Milestone Completion—Key** Milestones on the Critical Path	Actual ~~completion~~ Acceptance date. Contractor's Status Reports will provide information on progress toward meeting these Acceptance dates.	Actual ~~completion~~ Acceptance of Key Milestones by ~~baseline completion~~ Acceptance date in the Work Plan	100%	At ~~completion~~ Acceptance of Key Milestone(s)	~~N~~Y	~~CherryRoad will follow a disciplined implementation methodology, scaling resources and tasks as appropriate to ensure the project team meets the timeline objectives. However, as with any large scale ERP project, the State and CherryRoad must anticipate there will be milestones that will not meet the planned baseline completion dates. The CherryRoad team will identify those risks early and implement risk mitigation steps accordingly.~~

#	Service Type	Service Measure	Performance ~~Target~~ Requirement	Performance %	Measurement Interval	Offeror Response	Offeror Comments
2.0.2	Key **Milestone Completion**—All Key Milestones NOT on Critical Path	Actual ~~completion~~ Acceptance date. Contractor's Status Reports will provide information on progress toward meeting these Acceptance dates.	Actual ~~completion~~ Acceptance of Key Milestones by ~~baseline completion~~ Acceptance date in the Work Plan	100%	At ~~determination of non-completion~~ Acceptance of Key Milestone	~~N~~Y	~~CherryRoad will follow a disciplined implementation methodology, scaling resources and tasks as appropriate to ensure the project team meets the timeline objectives. However, as with any large scale ERP project, the State and CherryRoad must anticipate there will be milestones that will not meet the planned baseline completion dates. The CherryRoad team will identify those risks early and implement risk mitigation steps accordingly.~~

#	Service Type	Service Measure	Performance ~~Target~~ Requirement	Performance %	Measurement Interval	Offeror Response	Offeror Comments
	~~Milestones:~~	~~**Implementation Planning:** Detailed review of the State's payroll methods and scenarios and a clear identification of the Offeror's detailed approach, process and method to configure EPS to meet all functional and technical requirements.~~ ~~**Implementation:** Completion of all configuration of functional and technical requirements as well as identification of capture methods by all functional users (i.e., payroll input, payroll import, etc.)~~ ~~**Testing:** Input and intake of actual department/jurisdiction/agency data into EPS to verify configuration of functional requirements. This includes measurement of response time with processing of transactions with varied volumes and levels for all departments/jurisdictions.~~ ~~**Parallel Testing:** Input or intake of actual department/jurisdiction/agency data into EPS compared with the State's current payroll processing and timekeeping method to verify results (i.e., calculation accuracy and results, rounding differences, taxability priorities and impact to net pay, direct deposit pre notifications completed and corrected, time entry, leave entry)~~ ~~**Go Live:** All parallel testing results have been evaluated and measure for accuracy and all modifications and corrections have been completed. Electronic funds transfer, tax impounds, electronic routing, time summarization and transfer to payroll will be initiated.~~ ~~**Production:** Successive processing (minimum of four cycles) following initial Go Live have been vetted, evaluated and corrected for all processing inaccuracies.~~					

#	Service Type	Service Measure	Performance ~~Target~~ Requirement	Performance %	Measurement Interval	Offeror Response	Offeror Comments
2.0.3	**Functional Requirements Met**	Percentage of Functional Requirements met	Passed operational environment testing	98%	Module Implementation	Y	The requirements will be met with the solutions identified in the RFP response.
		Formula	Performance = Transactions completed within required time ÷ Total Transactions				
		Reporting Interval	Monitor Continuously, Report Monthly				
		Measurement Tools	The Offeror shall specify, and the State must approve monitoring and reporting tools to be used.				

#	Service Type	Service Measure	Performance ~~Target~~ Requirement	Performance %	Measurement Interval	Offeror Response	Offeror Comments
	Deliverables	Contractor must meet the due date for Acceptance of each Deliverable, as indicated in the Work Plan. Contractor's Status Reports will provide information on progress toward meeting these Deliverable dates.		100%		Y	WSP shall assess $1,000 per day from five business days following the Deliverable Acceptance date in the Work Plan until the date each Deliverable receives Acceptance from WSP. ~~The current CherryRoad implementation plan includes seventy three (73) payment deliverables during the Payroll Phase and seventy six (76) payment deliverables during the Time and Attendance phase.~~ ~~Delays in Deliverable Acceptance will increase CherryRoad's costs and delay our ability to bill for the corresponding services. It is CherryRoad's position that these penalties provide the State with the necessary securities to ensure the CherryRoad project team performs to the highest standards in order to meet the project schedule. Therefore, CherryRoad does not agree to the liquidated damages for delays in deliverable acceptance as described in the RFP.~~

Key Milestones shall include Acceptance of the following:

1. Project Charter

Payroll Phase
2. Project Management Plan, including Project Schedule
3. Requirements Traceability Matrix
4. Business Process Organizational Change Management Plan
5. Final System Design Document
6. Test Plans (Integration, Parallel, User Acceptance, Regression, Stress, Security, & End-to-End)
7. Documented Successful Testing Results
8. Technical, System, and User Documentation
9. Successful Deployment Document (Final Migrated Payroll Data)
10. Payroll Phase

Time & Attendance Phase
11. Project Management Plan, including Project Schedule
12. Requirements Traceability Matrix
13. Final System Design Document
14. Test Plans (Integration, Parallel, User Acceptance, Regression, Stress, Security, & End-to-End)
15. Organizational Readiness Assessment
16. Documented Successful Testing Results
17. Technical, System, and User Documentation
18. Successful Deployment Document (Final Migrated T&A Data)
19 Time and Attendance Phase

3.0 Ongoing Services SLAs

3.1 Go-Live Support and M&O Services SLAs

The Definitions and SLAs in the table below apply to both Go-Live Support and M&O Services.

Table 36. EPS Availability Definitions

Definition	EPS Availability includes EPS Services, EPS Database, EPS router and LAN up to the connection to the Wide Area Network (WAN) router interface. EPS Availability calculation excludes scheduled maintenance.
Pre-Scheduled Downtime Requirements	All pre-scheduled system downtime, unless otherwise agreed upon in advance by the State, will occur: a. For the Production systems with 24x7x365 requirements—all pre-scheduled maintenance shall be performed based on the State change management policy during Maintenance Window. b. For non-Production systems having non-24x7x365 requirements—pre-scheduled maintenance shall be performed based on the State change management policy outside Working Hours.

Table 37. General System Availability Definitions

General System Availability Service Classes	
SLA Classification	**System Type**
Services Class 1	Production systems
Services Class 2	Development systems
Services Class 3	Test systems
Services Class 4	Sandbox systems

Table 38. Priority Definitions

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Proposal to be rejected.

Deleted in its entirety.

Table 39. Go-Live Support and M&O SLAs

Revised per Addendum 8

		Formula	Performance = Transactions completed within required time ÷ Total Transactions	Y	
		Reporting Interval	Monitor Continuously, Measure ~~Daily~~ Regularly, Report Monthly	Y	
		Measurement Tools	The Offeror shall specify, and the State must approve monitoring and reporting tools to be used.	Y	

3.2 System Operations and Administration SLAs

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Proposal to be rejected.

Table 40. System Operations and Administration SLAs

#	System Operations and Administration SLAs				Offeror Response	Offeror Comments
	System Operations and Administration	**Service Measure**	**Performance Target**	**SLA Performance %**		
3.2.1	**EPS upgrade, enhancement pack or support package installation**	Response Time Completion Time	3 working days & 2 weeks to receive installation planning 3 months	N/A N/A	Y Y	~~There could be dependencies on the State in regard to testing that could impact this timeline.~~
3.2.2	**EPS system copy**	Response time Completion Time	3 working days 3 weeks	N/A N/A	Y Y	
3.2.3	**EPS client copy**	Response time Completion Time	3 working days 4 weeks	N/A N/A	Y Y	
3.2.4	**EPS Patches, Service Packs, Hot fixes, Hot Packages, EPS add-ons, Plug-ins or EPS Business Packages import**	Response Time Completion Time	3 working days 3 weeks	N/A N/A	Y Y	
3.2.5	**Incident related Stop/Start**	Completion Time	1 hour	N/A	Y	
3.2.6	**Planned Stop/Start**	Completion Time	1 hour	N/A	Y	

#	System Operations and Administration SLAs				Offeror Response	Offeror Comments
	System Operations and Administration	Service Measure	Performance Target	SLA Performance %		
		Formula	Number of requests completed on time/Total of all requests occurring during Measurement period		Y	
		Measure Interval	Measure Monthly, Report Quarterly		Y	
		Measurement Tool	The Offeror shall specify, and the State must approve monitoring and reporting tools to be used.		Y	

3.3 System Server Administration SLAs

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Proposal to be rejected.

Table 41. System Server Administration SLAs

Definition	Actions by Provider for proactive monitoring and intervention to minimize capacity bottlenecks and activities required to implement system capacity and operational usage change requests.

#	System Server Administration SLAs				Offeror Response	Offeror Comments
	System Administration Task	Service Measure	Performance Target	SLA Performance %		
3.3.1	Deploy service/security patches/anti-virus updates necessary to fix/repair environment vulnerabilities	Response Time	Subject to agreed delays as defined in Security policy and upon Change Management Procedures	98.0%	Y	

#	System Server Administration SLAs				Offeror Response	Offeror Comments
	System Administration Task	Service Measure	Performance Target	SLA Performance %		
		Formula	Number of requests completed within Performance Target /Total of all requests occurring during Measurement Interval		Y	
		Measurement Interval	Measure Quarterly, Report Quarterly		Y	
		Measurement Tool	The Offeror shall specify, and the State must approve monitoring and reporting tools to be used.		Y	

3.4 Backup and Restore SLAs

Provider shall implement and maintain backup and restoration capabilities for all data, applications and component configurations. Provider shall perform incremental backups, full backups and full archive backups according to the Backup Schedule presented below. Recovery procedures will be capable of restoring service delivery for failed data, applications and component configurations according to the Restoration SLAs listed below. Furthermore it is required that EPS backup/restore procedures must guarantee data integrity across landscapes.
Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Proposal to be rejected.

Table 42. Backup and Restore SLAs

#	Backup and Restore SLAs							Offeror Response	Offeror Comments
	Type of Backup	Backup Frequency	Storage Site	Retention/Purge Period		Target	SLA Performance %		
				Standard	Regulatory				
3.4.1	Incremental	Daily	Off-site	35 days		Backup Frequency	99.5%	Y	

#	Backup and Restore SLAs							Offeror Response	Offeror Comments
3.4.2	Full (Backup)	Upon request (*)	On-site	10 days (*)				Y	
3.4.3	Full (Backup)	Weekly	Off-site	16 weeks		Backup Frequency	99.5%	Y	
3.4.4	Full (Archive)	Monthly	Off-site	12 months		Backup Frequency	99.5%	Y	
3.4.5	Full (Archive)	Yearly	Off-site	10 years		Backup Frequency	99.5%	Y	~~Generally, we can commit to the life of the contract at which point the backups can be turned over to the State or destroyed at their request.~~
3.4.6	Full (Archive)	Yearly	Off-site	Indefinite		Yearly** Test of Backup and Restore Process	100%	Y	
		Formula		Number of requests completed within Performance Target /Total of all requests occurring during Measurement Interval				Y	
		Measurement Interval		Measure Monthly, Report Monthly				Y	
		Measurement Tool		The Offeror shall specify, and the State must approve monitoring and reporting tools to be used.				Y	

* Full backup may be required either by the State or the Offeror prior to any major operation (e.g. database version upgrade, OS upgrade). If retention period must exceed 10 days, weekly/monthly/yearly profile could be selected as required.
** The State will select which years (Year 1, Year 2 …) will be used for that Restore Process Test.

3.5 Annual Customer Satisfaction Survey SLAs

The State and the Offeror shall establish a mutually agreed upon customer satisfaction survey, facilitated by a third party and designed with the State and the Offeror input.
The third party shall supply to the State annual reports of the State staff user satisfaction, integrating the results of ongoing customer satisfaction surveys. Upon delivery of each such report, the parties shall meet to jointly identify any areas of customer dissatisfaction. The Service Provider shall prepare a project plan with the State's input and approval to resolve customer dissatisfaction identified.
Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Proposal to be rejected.

Table 43. Customer Satisfaction SLA

	Annual Customer Satisfaction Survey SLAs				Offeror Response	Offeror Comments
	Customer Satisfaction	Service Measure	Performance Target	SLA		
3.5.1	Scheduled Survey (conducted at least annually)	Customer Satisfaction rate	Users surveyed should score => 7/10 or equivalent depending on quality metrics	N/A	Y	
		Formula	Number of responses with a score => 7/10 / Total number of responses		Y	
		Measurement Interval	• At least Measure Annually/Report Annually • Can be done semi-annually on request by the State		Y	
		Measurement Method/Source Data	The Offeror shall specify, and the State must approve monitoring and reporting tools to be used.		Y	

3.6 Quarterly High level Service Satisfaction Survey SLAs

The State and Service Provider shall establish a mutually agreed upon high level survey template taking into account reactivity, support, quality of service and relationship, rated from 0 to 10.
Monthly **report will be reviewed during regular operations meeting.**
Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Proposal to be rejected.

Table 44. High level Service Satisfaction SLA

	Quarterly High level Service Satisfaction Survey SLAs				Offeror Response	Offeror Comments
	Customer Satisfaction	Service Measure	Performance Target	SLA		
3.6.1	Scheduled Survey (conducted quarterly)	Service Satisfaction rate	Users surveyed should score => 7/10	n/a	Y	
		Formula	Number of responses with a score => 7/10 / Total number of responses		Y	
		Measurement Interval	Measure Monthly/Report Monthly		Y	
		Measurement Method/Source Data	The Offeror shall specify, and the State must approve monitoring and reporting tools to be used.		Y	

3.7 Reporting SLAs

Service Provider shall provide detailed monthly reports to the State related to compliance with the SLAs. In addition, the Service Provider should make available real-time and/or daily reporting of the most relevant system performance and availability indicators. Such information should be available on-line in electronic format (e.g. via a portal).In addition, the Service Provider shall provide written reports as listed in the table below.

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Proposal to be rejected.

Table 45. Hosting Reports

#	Report Description	Timing	Offeror Response	Offeror Comments
3.7.1	EPS Availability and Performance SLAs	Monthly	Y	
3.7.2	General EPS Operations and Administration SLAs	Monthly	Y	
3.7.3	Customer satisfaction	Quarterly	Y	
3.7.4	Service satisfaction	Monthly	Y	
3.7.5	All other SLAs reports	As agreed between the State and the Offeror	Y	

3.8 Disaster Recovery SLAs

Offerors shall respond "Yes" or "No" to each requirement in the table below. A "No" response without providing a comment may cause the Proposal to be rejected.

Table 46. Disaster Recovery SLAs

#	Service Type	Service Measure	Performance Target	Minimum Performance % M&O Month	Measurement Interval	Offeror Response	Offeror Comments
3.8.1	**Disaster Recovery – recovery of application and systems in a separate disaster Recovery Locations**	Recovery Time Objective (RTO)	48 Hours	Measured during planned tests twice a year	Twice a Year	Y	
3.8.2	**Disaster Recovery**	Recovery Point Objectives (RPO)	< ~~5~~ 20 minutes	Measured during planned tests twice a year	Twice a Year	~~N~~Y	~~CherryRoad utilizes a 15 minute RPO~~

4.0 SLA Performance Standards and Liquidated Damages

SLAs are applied to the consistent and timely delivery of Implementation and Ongoing services. This Appendix outlines the circumstances under which the Offeror will be subject to Liquidated Damages for failure to achieve the SLAs. Such circumstances shall be updated to reflect current initiatives and service requirements at least annually. The State may, on a not-to-exceed semi-annual basis, unilaterally adjust Performance Standards and associated Liquidated Damages with sixty (60) days' notice.

Table 47. SLA Performance Standards Liquidated Damages

Item #	Performance Standard	SLA Description	Measurement Interval	Liquidated Damages (Days are Calendar Days Unless Otherwise Noted Below)
4.0.1	Key Milestones	Contractor must meet the due date for Acceptance of each Key Milestone, as indicated in the Work Plan. Contractor's Status Reports will provide information on progress toward meeting these Key Milestone dates.		State shall assess $1,000 per day from the Key Milestone Acceptance date in the Work Plan until the date each Key Milestone receives Acceptance from State.
4.0.2	Change Request Management	Contractor shall provide monthly status reports of System Change Requests identifying the status of all outstanding System Change Requests and resulting Change Orders made or agreed upon by State, including those closed since the last report. The Change Request Management status monthly report will include Change Request date, planned completion date, activity priority status, activity status, and actual completion date.		State shall assess $200 per day for each day an acceptable Change Request Management status monthly report is not timely received by State. For this section, "acceptable means that the Change Request management status monthly reports include the following elements: Change Request date, planned completion date, activity priority status, activity status, and actual completion date.
4.0.3	Change Request Management	Comprehensive and accurate Change Orders from Contractor to all State Change Requests including proposed solution, cost and time frames, must be delivered to State within [30] days of receipt of a State Change Request. Contractor shall promptly notify State of when Contractor has received the Change Request, which shall then commence the 30 day response timeframe		State shall assess $200 per day for each day an acceptable Change Order is not timely received by State from Contractor. For this section, "acceptable" means that the Change Order from Contractor includes Contractor's proposed solution, associated solution costs, and applicable timeframes to comply with Change Requests made by State.
4.0.4	EPS System Acceptance	Contractor must receive Acceptance of the EPS System from State no later than the Acceptance Date in the Work Plan		State shall assess liquidated damages as noted below for each business day following the Acceptance Date in the Work Plan until the EPS System receives Acceptance from State: $1000 per business day for the first 10 business days $2000 per business day for the next five

Item #	Performance Standard	SLA Description	Measurement Interval	Liquidated Damages (Days are Calendar Days Unless Otherwise Noted Below)
				business days $3000 per business day for the next five business days $4000 per business day for each business day thereafter
4.0.5	Turnover Deliverable	Nine months prior to the end of the Contract term, Contractor must receive Acceptance for and implement a Turnover Plan covering the possible turnover of System and operation activities to either the State or a successor contractor. The Turnover Plan must be a comprehensive Deliverable detailing the proposed schedule, activities, and resource requirements associated with the turnover tasks		State shall assess $1,000 for each day following the Acceptance Date in the Work Plan that the Turnover Plan does not receive Acceptance at least nine months prior to the end of the Contract term until the date the Turnover Plan receives Acceptance from State
4.0.6	Compliance with Other Contract Provisions	The RFP includes SLAs which are not listed in the table in Appendix F: Service Level Requirements. State shall have the right to notify Contractor of its failures to meet these additional SLAs, request a Corrective Action Plan, designate a date by which Contractor must provide a Corrective Action Plan and designate a period of time in which the Contractor must remedy the failure to meet the SLA. Contractor shall provide a Corrective Action Plan within the time period designated by State, fulfill the obligations regarding Corrective Action Plans in the Contract, and remedy the failure within the time period designated by State		If the SLA failure is not corrected by Contractor by the due date required by State, State shall assess liquidated damages of $1000 per Day after the due date until the failure is corrected in State's judgment

Item #	Performance Standard	SLA Description	Measurement Interval	Liquidated Damages (Days are Calendar Days Unless Otherwise Noted Below)
4.0.7	Warranty Services and Maintenance	State will consult with Contractor to determine if a workaround exists and if a Defect is related to the Contractor provided solution. State will determine the severity level assigned to a Defect. This SLA shall apply Statewide, to individual locations of State users such as single or multiple islands, and State administrators, Central Payroll users, and users of IT applications and infrastructure, as well as users with single sign-on functionality. **Level 1 - Emergency** - System no longer functions. • SLA for responding to Defect call is thirty (30) minutes, includes acknowledging Defect, logging Defect in the Problem Report database and providing a ticket/tracking number to the caller. • SLA for reporting recommended resolution and estimated fix date/time for all System components is 8 clock hours. • SLA for using best efforts to correct Defect associated with System component is 48 clock hours. • SLA for correction of Defect associated with System component is 96 clock hours.	**Daily**	State shall assess the liquidated damages as specified below for failure to meet each Level 1 SLA time. $1000/24 hour period 0 to 72 hours beyond SLA $2000/24 hour period 73 to 168 hours beyond SLA $3000/24 hour period 169 to 336 hours beyond SLA $4000/24 hour period > 336 hours beyond SLA

Item #	Performance Standard	SLA Description	Measurement Interval	Liquidated Damages (Days are Calendar Days Unless Otherwise Noted Below)
		Level 2 - Disabled, No Workaround – A business function or System component does not work as required, and no acceptable workaround is available or a workaround that is acceptable to State is not available. • SLA for responding to Defect call is sixty (60) minutes, includes acknowledging Defect, logging Defect in the Problem Report database and providing a ticket/tracking number to the caller. • SLA for reporting recommended resolution and estimated fix date/time for all System components is 8 clock hours. • SLA for using best efforts to correct Defect associated with System component is 96 clock hours. • SLA for correction of Defect associated with System component is 120 clock hours.		State shall assess the liquidated damages as specified below for failure meets each Level 2 SLA time. $800/24 hour period 0 to 72 hours beyond SLA $1600/24 hour period 73 to 168 hours beyond SLA $2400/24 hour period 169 to 336 hours beyond SLA $3200/24 hour period > 336 hours beyond SLA
		Level 3 - Disabled, Workaround – A business function or System component does not work as required, but a workaround that is acceptable to State is available. • SLA for responding to Defect call is two (2) hours, includes acknowledging Defect, logging Defect in the Problem Report database and providing a ticket/tracking number to the caller. • SLA for reporting recommended resolution and estimated fix date/time for all system components is 24 clock hours. • SLA for using best efforts to correct Defect associated with System component is 120 clock hours. • SLA for correction of Defect associated with System component is 240 clock hours.		State shall assess the liquidated damages as specified below for failure to meet each Level 3 SLA time. $300/24 hour period 0 to 72 hours beyond SLA $600/24 hour period 73 to 168 hours beyond SLA $900/24 hour period 169 to 336 hours beyond SLA $1200/24 hour period > 336 hours beyond SLA

Item #	Performance Standard	SLA Description	Measurement Interval	Liquidated Damages (Days are Calendar Days Unless Otherwise Noted Below)
		Level 4 - Minor - Non-critical, but having a negative effect on one or more business functions or System components. • SLA for responding to Defect call is four (4) hours, includes acknowledging Defect, logging Defect in the Problem Report database and providing a ticket/tracking number to the caller. • SLA for reporting recommended resolution and estimated fix date/time for all System components is 240 business days. • SLA for using best efforts to correct Defect associated with System component is 360 clock hours. • SLA for correction of problem associated with System component is 480 clock hours.		State shall assess the liquidated damages as specified below for failure to meet each Level 4 SLA time. $100/24 hour period 0 to 72 hours beyond SLA $125/24 hour period 73 to 168 hours beyond SLA $150/24 hour period 169 to 336 hours beyond SLA $200/24 hour period > 336 hours beyond SLA
		Level 5 - Cosmetic - Non-critical and non-impacting to one or more business functions or System components. • SLA for responding to Defect call is six (6) hours, includes acknowledging Defect, logging Defect in the Problem Report database and providing a ticket/tracking number to the caller. • SLA for reporting recommended resolution and estimated fix date/time for all System components is 5 business days. • SLA for using best efforts to correct Defect associated with System component located at Contractor site is 480 clock hours. • SLA for correction of Defect associated with System component is sixty (60) business days.		State shall assess the liquidated damages as specified below for failure to meet each Level 5 SLA time. $50/24 hour period 0 to 72 hours beyond SLA $75/24 hour period 73 to 168 hours beyond SLA $100/24 hour period 169 to 336 hours beyond SLA $125/24 hour period > 336 hours beyond SLA

Item #	Performance Standard	SLA Description	Measurement Interval	Liquidated Damages (Days are Calendar Days Unless Otherwise Noted Below)
4.0.8	Security Management Notice and Mitigation	Contractor shall notify the State Program Manager within one hour following Contractor's awareness or identification of any potential or actual major or minor incident, including any breach, any attack, or the introduction of any disabling device, related to the System. Contractor shall take corrective action to mitigate the potential or actual major or minor security incident within two hours following Contractor's awareness or identification of each potential or actual Security Incident. All such potential or actual Security Incidents awareness or identification times shall be documented within the Security Report. Contractor shall provide Equipment or Software metrics to support the potential or actual Security Incidents awareness or identification time. Contractor shall also report the notification time of notifying the State Project Manager. Within the Security Report, Contractor shall document the correct action taken to mitigate the potential or actual Security Incidents. Contractor shall also provide Equipment or Software metrics to support the potential or actual Security Incidents correct action mitigation. Once an event has been confirmed to have an impact on security, the event is classified as a Security Incident	Upon detection of potential or actual security incident	Liquidated damages for non-compliance with the notification to the State Project Manager SLA shall be assessed at $5,000 per Security Incident per Day. Liquidated damages for non-compliance with the corrective action mitigation of the potential or actual Security Incident SLA shall be assessed at $5,000 per Security Incident per Day.

Item #	Performance Standard	SLA Description	Measurement Interval	Liquidated Damages (Days are Calendar Days Unless Otherwise Noted Below)
4.0.9	Security Management Report	Contractor shall provide a written report and assessment within 12 hours following Contractor's awareness or identification of the minor security incident regarding all actions taken concerning each identified minor security incident, including any breach, any attack, or the introduction of any disabling device, the current status, and any potential impact(s) to the State Project Manager of the security incident. Contractor shall provide a high level and summary analysis in two hours and a written report and assessment within eight hours following Contractor's awareness or identification of the major security incident regarding all actions taken concerning each identified major security incident, including any breach, any attack, or the introduction of any disabling device, the current status, and any potential impact(s) to the State Project Manager of the security incident. Contractor shall provide a written report and assessment regarding all actions taken concerning each identified security incident, including any breach, any attack, or the introduction of any disabling device, the current status, and any potential impact(s) to the State Project Manager of the security incident. Each security incident shall be categorized according to criticality as either minor or major. • For a minor security incident, which causes limited loss of Confidential Information, integrity, protection, and/or availability of the System to organizational operations, organizational assets, or individuals, this report and assessment shall be provided within 12 hours following Contractor's awareness or identification of the minor security incident.		For each and every occasion that the Contractor fails to meet the Security Management Report SLA, as determined by the State Project Manager, Contractor shall be assessed Liquidated Damages of $500 for each hour and each fraction of an hour that this report and assessment is late.

Item #	Performance Standard	SLA Description	Measurement Interval	Liquidated Damages (Days are Calendar Days Unless Otherwise Noted Below)
		• For a major security incident, which causes serious or catastrophic loss of Confidential Information, integrity, protection, and/or availability of the Systems to organizational operations, organizational assets, or individuals, this report and assessment shall be provided within eight hours following Contractor's awareness or identification of the major security incident. The State Program Manager, in his sole discretion, may require Contractor to update this report and assessment on an hourly or daily basis depending on criticality, status, and possible impact to State.		
4.0.10	System Availability	Every System component provided by Contractor or implemented per Contractor's guidelines or recommendations or the Documentation must have Availability for State in accordance with Specifications 99.9% of the time 24 hours/day, seven (7) days per week for both the Phases and System.	Each Phase and the entire System operating at the Server in accordance with RFP Requirements throughout any given day	State shall assess liquidated damages as specified below, per hour for each hour, or portion thereof, if the System fails to meet these Availability SLAs. $1,000/hour 0 to 24 hours beyond the SLA $2,000/hour 24 to 48 hours beyond the SLA $3,000/hour > 48 hours beyond the SLA
4.0.11	System Performance – Response Times	Contractor must meet the following response time SLA for each of Phase and the entire System. The Response Time From Contractor receipt of command to Contractor completing delivery of the transaction back to the State switch vendor in accordance with RFP Requirements shall be less than 1.0 second 99% of the time 24 hours/day, seven (7) days per week	The time elapsed from receipt of the command by the Contractor from the switch vendor at the State network demarcation	State shall assess liquidated damages, as specified below, for total minutes within a business week (Monday – Friday, 6:00 AM – 7:00 PM Hawaii Standard Time) where any response time falls below the applicable SLA. $ 2,000/week Less than 20 minutes $ 5,000/week 20 to 60 minutes $10,000/week More than 60 minutes

Item #	Performance Standard	SLA Description	Measurement Interval	Liquidated Damages (Days are Calendar Days Unless Otherwise Noted Below)
			point until the Contractor completes delivery of the transaction back to the State switch vendor at the demarcation point in accordance with RFP Requirements throughout any given day	

Attachment 13: Cost Proposal

Offerors shall propose all inclusive firm-fixed prices (FFP), hourly rates, and composite rates as required in this section. These prices, hourly rates, and composite rates shall be inclusive of all federal, state, and local taxes and all fees, staff position costs, and expenses required for completion of the services. The Cost Workbook in "Appendix L, Cost Workbook" shall be completed for the selected hosting option. The Cost Proposal shall be provided in "Attachment 13: Cost Proposal". Cost information shall not be provided in any other Offer section. The State reserves the right to contract with a third-party for the optional components in the list below.

Offerors shall propose costs for:

- *Software (FFP) – Required and Optional Licenses and Associated Optional Maintenance.*
- *Implementation Services (FFP).*
  - *Note that the 12-month warranty following final acceptance of the functionality deployed shall be provided at no additional cost to the State.*
- *Ongoing Services:*
  - *M&O Services (FFP).*
  - *Hosting Services (FFP).*
  - *Business Process Outsourcing Services (FFP).*
  - *Project Team Facilities (FFP).*

The Offeror shall submit the completed Cost Workbook that summarizes the Offeror's pricing and include a detailed listing of the software and hardware included in the proposed solution. The Offeror shall provide hourly composite rates for each of the personnel assigned based on an estimated mix of the hourly rates to be used for calculating Implementation Services costs and M&O Services costs. These same composite rates shall be used for unanticipated tasks.

*The Offeror shall submit a payment schedule as part of its Cost Proposal that details payment amounts for each deliverable that the Offeror completes and that the State signs-off on (see Payment Schedule on Tab 7, Payment Schedule - One-Time in "Appendix L, Cost Workbook."). The deliverables in the Offeror's payment schedule shall correspond to the deliverables that are detailed in the proposed Project Work Plan (see "**Section 6.3.1.2, Work Plan and Schedule**"). Payments for each deliverable in the payment schedule shall be subject to a fifteen percent (15%) retainage, payable upon final acceptance of the Contract.*

Work to be performed under this solicitation is a business activity taxable under HRS, Chapter 237, and if applicable, taxable under HRS, Chapter 238. The Contractor is advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu and at the 4% rate for the islands of Hawaii, Maui, Molokai, and Kauai. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, the Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

CherryRoad's Appendix L, Cost Workbook (Appendix 13: Cost Proposal) follows.

~~Attachment 14: RFP Exceptions~~

~~4.0 RFP Exceptions Form~~

~~The State will entertain exceptions to the RFP, except to the extent provisions are required by law. Offerors must submit with their proposals any exceptions that they wish to discuss; however, many clauses are required by Hawaii state law, particularly Exhibits 4-5, and cannot be changed. Offeror exceptions must be set forth in detail in a Word table in the proposal, together with the section of the RFP affected by the exceptions, the issue, the reason for the proposed change, and proposed alternative language which is highlighted to show the exact changes to the RFP. Proposed language changes not submitted in the format presented below shall not be considered and may be returned without review. Due to the nature of the procurement and the proposed time schedule, the State is not inclined to consider exceptions other than those that may significantly benefit the State due to their impact on cost or schedule. Offerors are instructed to base their Cost Proposals on the RFP, not terms or exceptions proposed by the Offerors. In no event is an Offeror to submit its own standard contract terms and conditions as a response to this RFP.~~

~~Following is the table to be used for such proposed exceptions/changes:~~

~~**Table 48. RFP Exceptions**~~

~~*General Exceptions*~~

~~CherryRoad would anticipate developing a detailed mutually agreed upon Statement of Work (SOW) reflecting revisions to this proposal that would be included as part of the Contract. The SOW will replace any specific descriptions of the services, pricing, acceptance criteria, and Service Level Agreements (SLAs) identified in RFP or the RFP Requirements.~~

~~CherryRoad takes an exception to all terms relating to software or hardware which shall be governed by the Oracle License and Services Agreement (OLSA) which is attached to this proposal.~~

~~To the extent that CherryRoad licenses any of its Contractor Technology, such Contractor Technology and the license thereto shall be AS IS.~~

~~CherryRoad will only agree to be bound by the representations in its proposal and not the RFP requirements.~~

~~Item Number~~	~~Reference (Section, Page, and Paragraph)~~	~~Issue~~	~~Reason for Proposed Change, and Impact on Schedule and/or Cost~~	~~Exact Proposed Alternative or Additional Language to Insert into RFP (Highlight additions, changes in yellow)~~
~~17.1.1~~	~~Proposed Subcontractors p. 35~~	~~CherryRoad requests that any prior written, approval of the State not be unreasonably withheld.~~		
~~17.4~~	~~Right to Retain Subcontractors p.36~~	~~CherryRoad cannot agree to this provision.~~	~~There is an incentive for the State to terminate its contract with CherryRoad just to work with its subcontractors.~~	
~~18.2.2~~	~~Audits p. 38~~	~~CherryRoad requests that any audit be conducted during normal business hours with reasonable advance notice.~~		
~~18.2.6~~	~~Audits p. 39~~	~~CherryRoad requests that if any State audit reveals that CherryRoad may have exceeded the proper costs permitted under the Contract, that CherryRoad be entitled to conduct its own independent audit at its own expense. Any dispute shall be handled in accordance with the dispute resolution process.~~	~~CherryRoad would like the ability to bring an independent auditor in to see if the State's auditor is correct.~~	
~~20~~	~~Order and Precedence p. 41~~	~~CherryRoad requests that the order of preference be negotiated once the Statement of Work has been developed to ensure a logical flow.~~		
~~*Exhibit 5*~~	~~*Attorney General (AG) General Conditions*~~			
~~Section 6~~	~~Subcontracts and Assignments p. 3~~	~~CherryRoad requests that any prior written consent of the State not be unreasonably withheld.~~		~~…(i) the CONTRACTOR obtains the prior written consent of the STATE, which is not unreasonably withheld…unless and~~

Item Number	Reference (Section, Page, and Paragraph)	Issue	Reason for Proposed Change, and Impact on Schedule and/or Cost	Exact Proposed Alternative or Additional Language to Insert into RFP (Highlight additions, changes in yellow)
				until the assignment is approved by the Comptroller of the State of Hawaii, whose approval shall not be unreasonably withheld…
Section 6.a(2)	Recognition of a successor in interest, p. 3	CherryRoad will remain liable for all obligations up to the time of assignment.	CherryRoad cannot be held liable for a contract it is no longer working under.	
Section 7	Indemnification and Defense, p. 3-4	CherryRoad will agree to the indemnifications for third party claims only to the extent that it is responsible for the action or omission requiring indemnification.	Indemnification is for third party, not first party claims and CherryRoad believes that it should only be responsible for its own actions.	
Section 8	Cost of Litigation, p. 4	CherryRoad cannot agree to this provision.	CherryRoad will only indemnify for third party actions only to the extent that it is responsible for the action or omission requiring indemnification. In this situation, CherryRoad may have to indemnify without being responsible.	
Section 9	Liquidated Damages, p. 4	CherryRoad would like to negotiate this section with the State.	CherryRoad's experience has shown the use of liquidated damages to be counterproductive to completing the project on time in that it tends to create a more adversarial relationship between the	

Item Number	Reference (Section, Page, and Paragraph)	Issue	Reason for Proposed Change, and Impact on Schedule and/or Cost	Exact Proposed Alternative or Additional Language to Insert into RFP (Highlight additions, changes in yellow)
			parties and increases the level of effort expended on the administration of the liquidated damages. CherryRoad strongly encourages the State to keep this in mind when determining whether it will assess liquidated damages. If the State is insistent on including liquidated damages in the Contract, CherryRoad will need to negotiate the amount and apply exceptions for events outside the control of CherryRoad.	
Section 10	State's Right of Offset, p. 4	The State may reasonably withhold any payment due under this Agreement to CherryRoad for the purpose of setoff but only to the extent of the amount in dispute.		The State may reasonably withhold any payment due under this Agreement to CherryRoad for the purpose of setoff but only to the extent of the amount in dispute. If the State withholds more than the amount for the disputed work, then CherryRoad may suspend its performance until such amount is paid.
Section 12	Suspension of Contract p.4-5	CherryRoad cannot guarantee that the same employee will be available to work after		

~~Item Number~~	~~Reference (Section, Page, and Paragraph)~~	~~Issue~~	~~Reason for Proposed Change, and Impact on Schedule and/or Cost~~	~~Exact Proposed Alternative or Additional Language to Insert into RFP (Highlight additions, changes in yellow)~~
		~~cessation of a suspension. CherryRoad requests payment for all services performed. CherryRoad requests that for any termination for default it be afforded an opportunity to cure.~~		
~~Section 13~~	~~Termination for Default, p. 5-6~~	~~CherryRoad requests that the State only cancel for cause based on CherryRoad's material breach of the Agreement which is does not cure within 30 days.~~ ~~CherryRoad believes that it should also have this same right.~~ ~~For all terminations of the contract, CherryRoad requests payment for all services that were performed through the date of termination. For any hosting services, CherryRoad requests an early termination fee.~~ ~~CherryRoad will only be liable to reasonable excess costs incurred in procuring similar services.~~		~~In the event of a material breach, either party may provide the other party with written notice of the material breach, with such sufficient detail so the party can readily understand the claim for material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement immediately. Contractor shall be paid for all services performed though the date of termination.~~
~~Section 14~~	~~Termination for Convenience p. 7~~	~~CherryRoad requests 30 days' written notice for any termination and payment for all services that were performed through the date of termination.~~ ~~CherryRoad cannot agree to assign any subcontracts to the State. With the exception of~~	~~There is an incentive for the State to terminate its contract with CherryRoad just to work with its subcontractors.~~	

~~Item Number~~	~~Reference (Section, Page, and Paragraph)~~	~~Issue~~	~~Reason for Proposed Change, and Impact on Schedule and/or Cost~~	~~Exact Proposed Alternative or Additional Language to Insert into RFP (Highlight additions, changes in yellow)~~
		~~Contract Tools (see Section 26) and anything relating to software, Contractor will agree to grant the State either ownership rights to or a perpetual, non-assignable license to use all work product produced under the Agreement; however the grant will be tied to receipt of full payment for the work product.~~		
~~Section 15~~	~~Claims Based on the Agency Procurement Officer's Actions or Omissions, p.9-10~~	~~CherryRoad requests clarification.~~ ~~CherryRoad requests that any changes to the contract be in writing and signed by both parties.~~	~~CherryRoad cannot be liable for to perform any work to which it has not agreed in writing.~~	~~Any changes to the Contract shall be signed by both the Agency and Contractor.~~
~~Section 18~~	~~Federal Funds, p. 11~~	~~CherryRoad shall be paid for all work it has performed pursuant to the Contract.~~	~~CherryRoad cannot perform under the Contract without being paid. CherryRoad will only perform to the extent that funds are encumbered.~~	~~Notwithstanding the source of the funds, CherryRoad shall be paid for all work it has performed pursuant to the Contract.~~
~~Section 19~~	~~Modifications of Contract, p. 11~~	~~CherryRoad requests that any changes to the contract be in writing and signed by both parties.~~	~~CherryRoad cannot be liable for to perform any work to which it has not agreed in writing.~~	~~Any changes to the Contract shall be signed by both the Agency and Contractor.~~
~~Section 20~~	~~Change Order, p. 12-13~~	~~CherryRoad requests clarification as to whether it can propose any change orders to the Contract.~~ ~~CherryRoad requests that any changes to the contract be in writing and signed by both parties.~~	~~CherryRoad cannot be liable for to perform any work to which it has not agreed in writing.~~	~~Any changes or modifications to the Contract shall be signed by both the Agency and Contractor.~~
~~Sections~~	~~Price~~	~~CherryRoad requests that~~	~~CherryRoad~~	~~Any changes or~~

~~Item Number~~	~~Reference (Section, Page, and Paragraph)~~	~~Issue~~	~~Reason for Proposed Change, and Impact on Schedule and/or Cost~~	~~Exact Proposed Alternative or Additional Language to Insert into RFP (Highlight additions, changes in yellow)~~
~~21a(5), 23 Changes in Cost Reimbursement Contract~~	~~Adjustment, p. 13-14~~	~~any changes to the contract be in writing and signed by both parties.~~	~~cannot be liable for to perform any work to which it has not agreed in writing.~~	~~modifications to the Contract shall be signed by both the Agency and Contractor.~~
~~Section 24~~	~~Confidentiality, p. 14-15~~	~~CherryRoad request that this provision be mutual in order to protect its confidential information.~~ ~~CherryRoad requests that not all items be confidential and that it be allowed to disclose the Agency's information if required by law.~~	~~Certain items which are public, for example, are routinely excluded from confidentiality requirements.~~	~~The following information shall not be considered confidential and proprietary information for the purposes of this Agreement: information previously known when received from the other party; information freely available to the general public; information which is now or hereafter becomes publicly known by other than a breach hereof; information which is developed by one party independently of any disclosures made by the other party of such information; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.~~ ~~If either party is confronted with legal action or believes applicable law requires it to disclose any portion of the other party's confidential and proprietary information protected hereunder, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a~~

Item Number	Reference (Section, Page, and Paragraph)	Issue	Reason for Proposed Change, and Impact on Schedule and/or Cost	Exact Proposed Alternative or Additional Language to Insert into RFP (Highlight additions, changes in yellow)
				protective order or other similar order, and shall thereafter disclose only the minimum of the other party's confidential and proprietary 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.
Section 26	Ownership Rights and Confidentiality, p. 15	CherryRoad will agree to grant the State either ownership rights to or a perpetual, non-assignable license to use all work product produced under the Agreement; however the grant will be tied to receipt of full payment for the work product. CherryRoad will need to retain ownership of all pre-existing materials. All terms relating to software or hardware shall be governed by the OLSA.		CherryRoad will retain ownership of all knowledge, techniques, procedures, know how, methodologies, routines, templates and methods which have been developed by CherryRoad in its regular course of business and not for specific use in performance of this Contract, and used in the provision of services and all derivative works thereof ("Contractor Tools"). CherryRoad shall grant the State, upon full payment, a perpetual, irrevocable, non-assignable, non-exclusive license to all Contractor Tools that CherryRoad embeds in or provides with any work product or that are otherwise used in connection with the services.
Section 27	Liens and Warranties, p. 15	CherryRoad does not believe that this section is applicable as CherryRoad is not providing any goods		

~~Item Number~~	~~Reference (Section, Page, and Paragraph)~~	~~Issue~~	~~Reason for Proposed Change, and Impact on Schedule and/or Cost~~	~~Exact Proposed Alternative or Additional Language to Insert into RFP (Highlight additions, changes in yellow)~~
		~~under this Contract.~~		
~~Section 28~~	~~Audit of Books and Records of the Contractor, p.15~~	~~CherryRoad requests advance notice of any audit of its books and records relating to this Contract.~~		
~~Section 33~~	~~Patented Articles, p. 16~~	~~CherryRoad will agree to the indemnifications for third party claims only to the extent that it is responsible for the action or omission requiring indemnification.~~	~~Indemnification is for third party, not first party claims and CherryRoad believes that it should only be responsible for its own actions.~~	~~The indemnification obligation set forth above shall not be applicable to the extent the infringement is attributable to the acts or omissions of the State including, without limitation, materials, specifications, or products provided by the State, modifications made by the State to any of the products or services delivered by CherryRoad or if the State uses the products or the services in a manner not intended by CherryRoad.~~
~~Section 39~~	~~Waiver, p. 17~~	~~CherryRoad requests that this provision be mutual.~~	~~CherryRoad would like to be afforded the same rights.~~	
~~Section 42~~	~~Confidentiality of Personal Information, p. 17-19~~	~~CherryRoad requests clarification on whether the State will provide "training on security awareness topics relating to protecting personal information."~~ ~~CherryRoad requests that any termination be in accordance with the terms of this Agreement.~~		
~~*Exhibit 6*~~	~~*Selected Supplemental General Conditions*~~			
~~Section 1~~	~~Supplemental~~	~~CherryRoad reserves the~~	~~CherryRoad~~	

~~Item Number~~	~~Reference (Section, Page, and Paragraph)~~	~~Issue~~	~~Reason for Proposed Change, and Impact on Schedule and/or Cost~~	~~Exact Proposed Alternative or Additional Language to Insert into RFP (Highlight additions, changes in yellow)~~
	~~General Conditions Definitions, p1-11~~	~~right to modify these definitions through mutual negotiation.~~	~~believe that the definition should conform to the proposed solution, as negotiated by the parties.~~	
~~Section 2.1~~	~~Precedence, p.11~~	~~CherryRoad requests that the order of preference be negotiated once the Statement of Work has been developed to ensure a logical flow.~~		
~~Section 2.2~~	~~Contractor Technology, Third Party Software, and Pre-Existing Works License, p. 11-12~~	~~All terms relating to software or hardware shall be governed by the OLSA, including any terms relating the Source Code.~~		
~~Section 2.3~~	~~Third Party Software Licenses, p. 12~~	~~All terms relating to software or hardware shall be governed by the OLSA.~~		
~~Section 2.4~~	~~Documentation, p. 12-13~~	~~All terms relating to software or hardware shall be governed by the OLSA. CherryRoad will provide project documentation in a mutually agreed upon electronic format. Once the State approves the delivered documentation it will be deemed final and CherryRoad will have no obligation to provide updates to the documentation.~~		
~~Section 2.5~~	~~Replacements, p. 13~~	~~Other than COTS and EPS Software, any Contractor Technology is provided "AS IS." No future versions are applicable. Updates for COTS and EPS software are available as long as~~		

~~Item Number~~	~~Reference (Section, Page, and Paragraph)~~	~~Issue~~	~~Reason for Proposed Change, and Impact on Schedule and/or Cost~~	~~Exact Proposed Alternative or Additional Language to Insert into RFP (Highlight additions, changes in yellow)~~
		~~the State is compliant with the terms of the OLSA and any Oracle Maintenance Agreement.~~		
~~Section 2.6~~	~~Versions, p. 13~~	~~Other than COTS and EPS software, any Contractor Technology is provided "AS IS." No future versions are applicable. Updates for COTS and EPS software are available as long as the State is compliant with the terms of the OLSA and any Oracle Maintenance Agreement.~~ ~~In order for the State to have access to the latest versions, the State needs to sign up for the M&O Services set forth in CherryRoad's proposal.~~ ~~CherryRoad is not responsible for third party software charges related to upgrades unless specifically set forth in the SOW.~~		
~~Section 2.7~~	~~License under Bankruptcy Code, p. 13~~	~~All terms relating to software or hardware shall be governed by the OLSA.~~		
~~Section 4.1~~	~~State Ownership, p. 14~~	~~All terms relating to software or hardware shall be governed by the OLSA.~~ ~~CherryRoad will agree to grant the State either ownership rights to or a perpetual, non-assignable license to use all work product produced under the Agreement;~~		~~See Exhibit 5, Section 26.~~

~~Item Number~~	~~Reference (Section, Page, and Paragraph)~~	~~Issue~~	~~Reason for Proposed Change, and Impact on Schedule and/or Cost~~	~~Exact Proposed Alternative or Additional Language to Insert into RFP (Highlight additions, changes in yellow)~~
		~~however the grant will be tied to receipt of full payment for the work product. CherryRoad will need to retain ownership of all Contractor Tools.~~		
~~Section 4.2~~	~~Assignment, p. 14-15~~	~~CherryRoad will agree to grant the State either ownership rights to or a perpetual, non-assignable license to use all work product produced under the Agreement; however the grant will be tied to receipt of full payment for the work product.~~ ~~CherryRoad will need to retain ownership of all Contractor Tools.~~ ~~CherryRoad will perform acts reasonably necessary or required to perfect the assignment.~~ ~~CherryRoad will not agree to allow the State to be appointed its attorney in fact.~~		
~~Section 4.7~~	~~COTS Software, p. 16~~	~~All terms relating to software or hardware shall be governed by the OLSA.~~		
~~Section 5.2~~	~~Background Checks, p. 16~~	~~CherryRoad requests the specific standards re: background check and drug screening.~~ ~~CherryRoad cannot allow the State access to actual background check records as it would violate privacy laws.~~		

~~Item Number~~	~~Reference (Section, Page, and Paragraph)~~	~~Issue~~	~~Reason for Proposed Change, and Impact on Schedule and/or Cost~~	~~Exact Proposed Alternative or Additional Language to Insert into RFP (Highlight additions, changes in yellow)~~
~~Section 5.3~~	~~Other Policies~~	~~CherryRoad will agree to abide by all reasonable policies and procedures that are provided in advance to CherryRoad.~~ ~~CherryRoad requests that any termination be in accordance with the Contract's termination language.~~		
~~Section 5.4~~	~~Exclusion of Specific Workers~~	~~CherryRoad shall comply with the State's reasonable request to remove any individual for cause performing work under this Agreement, provided that CherryRoad does not consider such removal to impede its ability to meet its performance obligations under this Agreement.~~		~~Upon receiving the State's request to remove an employee or contractor from the project, CherryRoad shall immediately notify the State if there is an objection to the removal on the grounds that it may impede CherryRoad's ability to perform. The State may insist on such removal; however any such removal over the objection of CherryRoad shall result in a thirty day extension of deliverable due dates as set forth in the SOW.~~
~~Section 5.5~~	~~Changes in Contractor Key Personnel, p. 17~~	~~CherryRoad requests that any approval in this section required by the State not be unreasonably withheld.~~ ~~CherryRoad shall comply with the State's reasonable request to remove any individual for cause performing work under this Agreement, provided that CherryRoad does not consider such~~		~~Upon receiving the State's request to remove an employee or contractor from the project, CherryRoad shall immediately notify the State if there is an objection to the removal on the grounds that it may impede CherryRoad's ability to perform. The State may insist on such removal; however any such~~

~~Item Number~~	~~Reference (Section, Page, and Paragraph)~~	~~Issue~~	~~Reason for Proposed Change, and Impact on Schedule and/or Cost~~	~~Exact Proposed Alternative or Additional Language to Insert into RFP (Highlight additions, changes in yellow)~~
		~~removal to impede its ability to meet its performance obligations under this Agreement. CherryRoad will endeavor to provide 30 days' notice to the State prior to removal of Key Personnel.~~		~~removal over the objection of CherryRoad shall result in a thirty day extension of deliverable due dates as set forth in the SOW.~~
~~Section 5.6~~	~~Contractor Responsibility, p. 17~~	~~CherryRoad shall not be responsible if the claim is a result of State's actions or inactions.~~		
~~Section 6.1~~	~~Annexes and Appendices, 18~~	~~CherryRoad will agree to provide the Services set forth in its proposal and in the mutually agreed upon SOW.~~		
~~Section 6.2~~	~~SLA Testing, p. 18~~	~~CherryRoad would anticipate developing a detailed mutually agreed upon SOW reflecting revisions to this proposal that would be included as part of the Contract. The SOW will contain mutually negotiated acceptance criteria and SLAs.~~		
~~Section 6.3~~	~~Cooperation with Other State Providers, p. 18~~	~~CherryRoad will provide timely assistance if set forth in the SOW.~~		
~~Section 7.1(g) and (h)~~	~~Representations, Warranties and Certain Covenants of Contractor, p. 19~~	~~All terms relating to software or hardware shall be governed by the OLSA.~~ ~~CherryRoad can only agree that its Services will not infringe. CherryRoad will not be liable to the extent the infringement is attributable to the acts or omissions of the State including, without~~		

~~Item Number~~	~~Reference (Section, Page, and Paragraph)~~	~~Issue~~	~~Reason for Proposed Change, and Impact on Schedule and/or Cost~~	~~Exact Proposed Alternative or Additional Language to Insert into RFP (Highlight additions, changes in yellow)~~
		~~limitation, materials, specifications, or products provided by the State, modifications made by the State to any of the products or services delivered by CherryRoad or if the State uses the products or the services in a manner not intended by CherryRoad.~~		
~~Section 7.1(j)~~	~~Representations, Warranties and Certain Covenants of Contractor, p. 19~~	~~CherryRoad will agree to this section to the best of its knowledge.~~		
~~Section 7.1(l)~~	~~Representations, Warranties and Certain Covenants of Contractor, p. 19~~	~~CherryRoad will agree to provide the Services set forth in its proposal and in the mutually agreed upon SOW.~~		
~~Sections 7.1(m) and (p) and (t)~~	~~Representations, Warranties and Certain Covenants of Contractor, p. 19-20~~	~~CherryRoad agrees to correct any service not in compliance with the SOW or defective, provided that the defective work is not caused by any software deficiencies or any inappropriate, improper or unforeseen usage of the work or services by the State unless such actions are taken at the express direction of the CherryRoad.~~ ~~If practical, CherryRoad shall continue to provide Services during the pendency of a Good Faith Dispute or any other dispute in connection with this Contract.~~		
~~Section 7.1(v)~~	~~Representations,~~	~~For a hosted solution,~~		

~~Item Number~~	~~Reference (Section, Page, and Paragraph)~~	~~Issue~~	~~Reason for Proposed Change, and Impact on Schedule and/or Cost~~	~~Exact Proposed Alternative or Additional Language to Insert into RFP (Highlight additions, changes in yellow)~~
	~~Warranties and Certain Covenants of Contractor, p. 21~~	~~CherryRoad will only represent that parts of the solution shall be compatible with each other and the interface points to the State's infrastructure will remain compatible.~~		
~~Section 7.1(y)~~	~~Representations, Warranties and Certain Covenants of Contractor, p. 21~~	~~All terms relating to software or hardware shall be governed by the OLSA.~~		
~~Section 7.1(aa)~~	~~Representations, Warranties and Certain Covenants of Contractor, p. 21~~	~~CherryRoad would anticipate developing a detailed mutually agreed upon SOW reflecting revisions to this proposal that would be included as part of the Contract. The SOW will contain mutually negotiated acceptance criteria and SLAs.~~		
~~Section 7.1(af)~~	~~Representations, Warranties and Certain Covenants of Contractor, p. 22~~	~~CherryRoad will provide commercially reasonable efforts to comply. Please clarify "an integrated and seamless basis."~~		
~~Section 7.1(ag)~~	~~Representations, Warranties and Certain Covenants of Contractor, p. 22~~	~~CherryRoad will agree to provide the Services set forth in its proposal and in the mutually agreed upon SOW.~~		
~~Section 7.1(ag)~~	~~Representations, Warranties and Certain Covenants of Contractor, p. 22~~	~~CherryRoad agrees to correct any service not in compliance with the SOW or defective, provided that the defective work is not caused by any software deficiencies or any inappropriate, improper or unforeseen usage of the work or services by the State unless such actions are~~		

~~Item Number~~	~~Reference (Section, Page, and Paragraph)~~	~~Issue~~	~~Reason for Proposed Change, and Impact on Schedule and/or Cost~~	~~Exact Proposed Alternative or Additional Language to Insert into RFP (Highlight additions, changes in yellow)~~
		~~taken at the express direction of the CherryRoad.~~		
~~Section 7.2~~	~~Disabling Code, p. 22~~	~~All terms relating to software or hardware shall be governed by the OLSA.~~		
~~Section 7.3~~	~~Malicious Code, p. 22-23~~	~~CherryRoad will only be responsible for any malicious code introduced by CherryRoad.~~		
~~Section 7.4~~	~~Compliance Reports, p. 22~~	~~CherryRoad requests clarification.~~		
~~Section 7.5~~	~~Deliverables, p. 23~~	~~All terms relating to software or hardware shall be governed by the OLSA.~~ ~~CherryRoad agrees to correct any service not in compliance with the SOW or defective, provided that the defective work is not caused by any software deficiencies or any inappropriate, improper or unforeseen usage of the work or services by the State unless such actions are taken at the express direction of the CherryRoad.~~ ~~CherryRoad will only agree to provide the Services set forth in its proposal and in the mutually agreed upon SOW.~~		
~~Section 7.6~~	~~Non-Obsolescence, p. 23~~	~~All terms relating to software or hardware shall be governed by the OLSA.~~		
~~Section 7.7~~	~~Legal and~~	~~All terms relating to~~		

~~Item Number~~	~~Reference (Section, Page, and Paragraph)~~	~~Issue~~	~~Reason for Proposed Change, and Impact on Schedule and/or Cost~~	~~Exact Proposed Alternative or Additional Language to Insert into RFP (Highlight additions, changes in yellow)~~
	~~Regulatory Compliance, p. 23-24~~	~~software or hardware shall be governed by the OLSA.~~ ~~CherryRoad will agree that its Services will comply with all applicable State Laws as interpreted by a reasonable person.~~ ~~CherryRoad requests that any change order must be in writing and signed by both parties.~~		
~~Section 7.8~~	~~Deliverables are Date/Time Independent, P. 24~~	~~All terms relating to software or hardware shall be governed by the OLSA.~~		
~~Section 7.10~~	~~Compatibility, p. 24~~	~~For a hosted solution, CherryRoad will only represent that parts of the solution shall be compatible with each other and the interface points to the State's infrastructure will remain compatible.~~		
~~Section 8.1~~	~~Indemnification by Contractor, p. 226~~	~~CherryRoad will agree to the indemnifications for third party claims only to the extent that it is responsible for the action or omission requiring indemnification.~~ ~~CherryRoad cannot agree to sections (f) and (j)~~ ~~For a hosted solution, CherryRoad will only represent that parts of the solution shall be compatible with each other and the interface~~	~~Indemnification is for third party, not first party claims and CherryRoad believes that it should only be responsible for its own actions.~~	~~The indemnification obligation set forth above shall not be applicable to the extent the infringement is attributable to the acts or omissions of the State including, without limitation, materials, specifications, or products provided by the State, modifications made by the State to any of the products or services delivered by CherryRoad or if the State uses the products or the services in a~~

~~Item Number~~	~~Reference (Section, Page, and Paragraph)~~	~~Issue~~	~~Reason for Proposed Change, and Impact on Schedule and/or Cost~~	~~Exact Proposed Alternative or Additional Language to Insert into RFP (Highlight additions, changes in yellow)~~
		~~points to the State's infrastructure will remain compatible.~~		~~manner not intended by CherryRoad.~~
~~Section 8.2~~	~~Indemnification Process Terms, p. 26~~	~~All terms relating to software or hardware, including infringement indemnification, shall be governed by the OLSA.~~ ~~To the extent that the State wishes to participate in any action defended by CherryRoad under this section , it will be at the State's own expense. CherryRoad will file all pleadings. CherryRoad requests that any prior written consent hereunder not be unreasonably withheld.~~		
~~Section 8.3~~	~~Contractor Software or Services Infringement, p. 26~~	~~All terms relating to software or hardware shall be governed by the OLSA.~~ ~~To the extent that CherryRoad licenses any of its Contractor Technology, such Contractor Technology and the license thereto shall be AS IS.~~		
~~Section 10 and Schedule 3 to Exhibit B~~	~~Software Escrow, p. 27-28~~	~~All terms relating to software escrow are governed by and subject to the OLSA and any attachments regarding software escrow.~~		
~~Section 11~~	~~Subcontracting, p. 28-29~~	~~CherryRoad requests that approval by the State not be unreasonably withheld.~~		
~~Section 11.2(c)~~	~~Subcontracting, p. 28~~	~~CherryRoad requests clarification as to whether~~		

~~Item Number~~	~~Reference (Section, Page, and Paragraph)~~	~~Issue~~	~~Reason for Proposed Change, and Impact on Schedule and/or Cost~~	~~Exact Proposed Alternative or Additional Language to Insert into RFP (Highlight additions, changes in yellow)~~
		~~CherryRoad or the State is conducting background checks.~~		
~~Section 11.5~~	~~Subcontracting, p. 29~~	~~CherryRoad cannot agree to this provision.~~	~~There is an incentive for the State to terminate its contract with CherryRoad just to work with its subcontractors.~~	
~~Section 13.1(a)~~	~~Suspend Payments, p. 29~~	~~The State may reasonably withhold any payment due under this Contract to the CherryRoad for the purpose of setoff but only to the extent of the amount in dispute. If the State withholds more than the amount for the disputed work, then CherryRoad may suspend its performance until such amount is paid.~~		~~The State may reasonably withhold any payment due under this Contract to the CherryRoad for the purpose of setoff but only to the extent of the amount in dispute. If the State withholds more than the amount for the disputed work, then CherryRoad may suspend its performance until such amount is paid.~~
~~Section 13.1(b)~~	~~Receive Reimbursement, p. 30~~	~~CherryRoad cannot agree to reimbursement as a remedy because doing so would prevent it from recognizing any revenue for the services performed.~~		
~~Section 13.1(c)~~	~~Receive Market Value, p. 30~~	~~CherryRoad requests notice and a 30 day cure period. CherryRoad will pay any reasonable difference in cost.~~		
~~Section 13.1(d)~~	~~Reductions in Payment Due, p. 30~~	~~See Exhibit 5, Section 9 re: liquidated damages~~		
~~Section 13.1(e)~~	~~Change Orders; Contractor Termination, p. 30~~	~~CherryRoad requests that this provision be mutual.~~		
~~Section 13.1(f)~~	~~Termination for Rejection of Deliverables, p.~~	~~CherryRoad requests that any termination be in accordance with the~~		

Item Number	Reference (Section, Page, and Paragraph)	Issue	Reason for Proposed Change, and Impact on Schedule and/or Cost	Exact Proposed Alternative or Additional Language to Insert into RFP (Highlight additions, changes in yellow)
	30	terms of the Contract. CherryRoad cannot agree to reimbursement as a remedy because doing so would prevent it from recognizing any revenue for the services performed.		
Section 13.1(g)	SLAs, p. 30	CherryRoad will agree for the mutually agreed upon SLAs in the SOW.		
Section 13.1(h)	Suspension for Convenience, p. 30	CherryRoad cannot guarantee that the same team will be available upon cessation suspension.		
Section 13.1(k)	Guaranty, p. 31-32	CherryRoad does not believe that this section is applicable as CherryRoad does not have a parent company.		
Section 13.1(l)	Letter of Credit, p. 32	CherryRoad will agree to an industry standard retainage of 5% to be mutually negotiated between a letter of credit and actual retainage throughout the project.		
Section 13.2(c)	Work Plan, p. 33	See Exhibit 5, Section 9 re: liquidated damages CherryRoad requests that all change orders and amendments be in writing and signed by both parties.		
Section 13.3	Acceptance Process, p 34-35	CherryRoad would anticipate developing a detailed mutually agreed upon SOW reflecting revisions to this proposal that would be included as part of the Contract. The SOW will contain mutually negotiated acceptance criteria.		
Section 14.6	Insurance, p. 35	CherryRoad requests		

~~Item Number~~	~~Reference (Section, Page, and Paragraph)~~	~~Issue~~	~~Reason for Proposed Change, and Impact on Schedule and/or Cost~~	~~Exact Proposed Alternative or Additional Language to Insert into RFP (Highlight additions, changes in yellow)~~
		~~clarification on Section 14.6 Crime coverage. There seems to be a typo as the aggregate amount should be higher than the single limit. We can provide an industry standard amount of $1M/$5M.~~		
~~Section 14.8~~	~~Insurance, p. 36~~	~~CherryRoad has and can only agree to an industry standard $10 million in cyber security insurance.~~		
~~Section 15.5~~	~~Allocation of Resources, p. 38~~	~~CherryRoad will allocate its resources consistent with meeting the mutually agreed upon SLA's in the SOW.~~		
~~Section 15.6~~	~~Business Continuity Plan for the State, p. 38~~	~~CherryRoad will assist the State as set forth in the mutually agreed upon SOW.~~		
~~Section 15.7~~	~~Data Backup and Daily Feeds, p. 38~~	~~CherryRoad requests clarification of this section. CherryRoad does not have an objection but needs to understand the practicality in a hosted environment.~~		
~~Section 15.8~~	~~Data Recovery~~	~~CherryRoad will agree to provide data recovery services subject to a limitation of liability for hosting services.~~		
~~Section 16.1~~	~~Time is of the Essence, p. 38~~	~~CherryRoad shall make all commercially reasonable efforts to comply with all the time requirements set forth in this Contract.~~		~~CherryRoad shall make all commercially reasonable efforts to comply with all the time requirements set forth in this Contract.~~
~~Section 17~~	~~Changes Initiated by Contractor~~	~~CherryRoad requests clarification as to whether this section refers to change orders. CherryRoad requests that~~		

~~Item Number~~	~~Reference (Section, Page, and Paragraph)~~	~~Issue~~	~~Reason for Proposed Change, and Impact on Schedule and/or Cost~~	~~Exact Proposed Alternative or Additional Language to Insert into RFP (Highlight additions, changes in yellow)~~
		~~all changes to the Contract be in writing and signed by both parties before any change is implemented.~~		

~~CherryRoad requests the inclusion of the following provisions which have not been addressed in the RFP:~~

- ~~CherryRoad requests a limitation of liability clause limiting recoverable damages to direct damages and excluding consequential and punitive damages. CherryRoad also requests to limit the amount of the direct damages for implementation services to the amount of all fees paid by the State to CherryRoad. CherryRoad also requests to limit the amount of the direct damages for any hosting services to the fees paid by the State for the preceding twelve months.~~

- ~~CherryRoad requests the inclusion of a dispute resolution provision.~~

- ~~CherryRoad requests the inclusion of a non solicitation provision~~

~~These are additional hosting terms that CherryRoad would like to add to the base contract for hosting services. These terms are standard in the industry for Hosting Service contracts and provide clarity for both parties.~~

1. ~~**Access and Equipment Related to Hosting Services:** Client shall be solely responsible, at its own expense, for acquiring, installing, and maintaining all connectivity equipment, hardware, software, and other equipment as may be necessary for it and its users to connect to and access the Services. UNLESS OTHERWISE AGREED TO IN WRITING, IN THE EVENT CLIENT REQUESTS INFORMATION AND/OR ASSISTANCE FROM CONSULTANT REGARDING CONNECTIVITY EQUIPMENT, HARDWARE, AND/OR SOFTWARE, CLIENT ACKNOWLEDGES THAT NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SUCH INFORMATION AND/OR ASSISTANCE SHALL BE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NONINFRINGEMENT.~~

   ~~Upon termination or expiration of this Agreement for any reason, Consultant will immediately cease performing all Services and all Client and User access to the Services shall be immediately terminated. Consultant will discontinue all use of the Client Information. Notwithstanding the foregoing Consultant shall provide or cause to be provided Client a file copy of all Client Information (not including software) in the hosted format in an "as is and with all faults" condition.~~

2. Use of the Hosting Services

2.1 User Security

Except with prior written consent of Consultant, Client's access to the Services will be limited solely to the users identified in writing to Consultant ("User(s)"). Each User will be assigned a unique User Identification name and password for access to and use of the Services ("User ID"). Client shall be solely responsible for ensuring the security and confidentiality of all User IDs with respect to the issuance, maintenance, and/or termination of such User IDs. Unless caused by the act or omission of Consultant, Client acknowledges that it will be fully responsible for all liabilities incurred through use of any User ID and that any transactions under a User ID will be deemed to have been performed by Client. Use of any User ID other than as provided in this Agreement shall be considered a breach of this Agreement. Client and Users will comply with all of Consultant's security restrictions set out in written and oral communications from Consultant, including but not limited to the Acceptable Use Policy attached as Exhibit B and incorporated as part of this Agreement. Consultant shall have no responsibility for damages caused by Client or User failing to comply with Consultant security restrictions. In no case shall Consultant permit system level access, or information on how to obtain such access, that in Consultant's sole judgment would potentially jeopardize the security or integrity of the system, such as, but not limited to, providing UNIL/Linux Root, Windows Administrator or DBMS Owner/Sysadm access rights or permissions.

2.2 Client Information

Subject to the obligations of confidentiality set forth herein, Client grants to Consultant all proprietary rights and licenses in and to any and all personally identifiable data, information, or communications sent or entered by Client and/or Client's Users while accessing the Services ("Client information") only to the extent necessary for Consultant to provide the Services to Client. Client acknowledges that Consultant exercises no control whatsoever over the content of the Client Information and it is the sole responsibility of Client, at its own expense, to provide the information, and to ensure that the information Client and Users transmit or receive complies with all applicable laws and regulations now in place or enacted in the future. Client shall not knowingly, and shall not permit Users to knowingly, provide Client Information that: (a) infringes or violates and intellectual property rights, publicity/privacy rights, law, or regulation; (b) is defamatory, harassing, abusive, harmful to minors, obscene, or pornographic; or (c) contains any viruses or programming routines intended to damage, surreptitiously intercept, or expropriate any system, data, or personal information; (d)is materially false, misleading, or inaccurate. Consultant may take whatever remedial action it determines in its reasonable discretion is appropriate if Client Information violates Sections 2 or 3 of this Agreement, including but limited to immediate suspension or cancellation of the Service. Consultant is under no obligation, however, to review Client Information for accuracy, potential liability, or for any other reason.

3. Information Security: Client agrees that Consultant is solely responsible for all testing and auditing, including port scanning and penetration testing, of Contractor security controls. Penetration testing of Consultant's architecture is included at a frequency of one per year at no additional cost. Additional penetration tests or Client specific penetration tests will be at the expense of the Client and will be arranged thru Consultant's vendor for penetration testing.

4. Fees and Payment Terms

4.1 Fees; Invoicing and Payment

In consideration of the Services provided to Client under this Agreement, Client shall pay the amounts specified in Exhibit A. Fees remain in effect until the date specified in Exhibit A. Consultant shall invoice Client monthly or as otherwise required by Exhibit A. All invoices are due

~~and payable in full, without discount or offset except for applicable Service Credits as set forth in Exhibit A, within thirty (30) days of the invoice date.~~

~~4.2 Late Payment; Suspension of Access to Services for Non Payment~~

~~Any payments not received by Consultant within thirty (30) days after the invoice date will be considered past due, and will accrue interest at the lesser of one and one half percent (1.5%) per month or the legal maximum allowed by law. Without limitation as to any other rights or remedies of Consultant under this Agreement or at law, Consultant reserves the right to terminate access to the Services if any fees payable to Consultant are past due, and Client fails to cure the non payment of fees within thirty (30) days after receiving written notice from Consultant of its intent to terminate access to Services for non payment. Client agrees that Consultant shall have no liability to Client, and Client waives any claim or action against Consultant, in the event of termination of access to the Services for failure to timely pay fees.~~

~~5. Warranty and Disclaimer:~~

~~5.1 Consultant Warranty~~

~~Consultant represents and warrants that (i) it will comply with applicable U.S. laws and regulations in the performance of Services to Client and continue SSAE 16 audits (or equivalent) once annually, and (ii) Consultant shall use commercially reasonable efforts to perform the Services in a professional manner in accordance with the Service Levels set forth in Exhibit A. Notwithstanding the forgoing, Consultant makes no representation as to the interoperability of the software or Services with any third parties' systems. Except to the extent caused by Consultant's act or omission, under no circumstances will Consultant be liable for any damage or loss resulting from a cause over which Consultant does not have control, including, without limitation, (i) failure of Client or third party electronic or mechanical equipment or communications lines, telephone, network, or other interconnection problems, (ii) actions or inactions of Client, Users, or any third party, including but not limited to computer virus or penetration of the Services by any hacker or unauthorized user, and any damages resulting there from, or (iii) theft, operator error, delays or severe weather, earthquakes, and strikes or other severe labor problems. Consultant's sole obligation, and Client's exclusive remedy, for any failure or interruption in the Services, or breach by Consultant of any warranties or other obligations under this Agreement, shall be that Consultant will use commercially reasonable efforts to restore access to the Services as soon as reasonably practicable and/or to cure the breach, if such breach is capable of being cured and issue such Service Level Credits as are provided for by the terms of Exhibit A.~~

~~5.2 Client Warranty~~

~~Client represents and warrants that (i) the performance of its obligations and use of the Services by Client, its customers, and Users will not knowingly violate any applicable laws or regulations or cause a breach of any agreements with any third parties; and (ii) it will not knowingly interfere with Consultant hosted systems or the use of any Services or systems by other clients of Consultant.~~

~~5.3 Breach of Warranty by Client~~

~~In the event of any breach of any of the foregoing Client warranties in Section 6.2, in addition to any other remedies available at law or in equity, Consultant will have the right, in its sole reasonable discretion, to terminate or suspend immediately and related Services if deemed reasonably necessary by Consultant to prevent any harm to Consultant and its business. Consultant will provide to Client notice and an opportunity to cure the breach, if practicable, and if such breach is~~

capable of being cured, depending on the nature of the breach. If the breach is cured within any notice period, Consultant will promptly restore the Service(s).

5.4 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (I) THE SERVICES, AND ANY OTHER DATA AND MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT BY CONSULTANT AND ITS SUPPLIERS, ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND AND CLIENT'S USE OF THE SERVICES IS AT IT OWN RISK; (II) CONSULTANT AND ITS SUPPLIERS MAKE NO OTHER REPRESENTATIONS OR WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE (WHETHER OR NOT THE CONSULTANT KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE COURSE OF DEALING OR USAGE OF TRADE; (III) CONSULTANT DOES NOT WARRANT THAT THE SERVICES WILL BE PROVIDED ERROR FREE, UNINTERRUPTED, SECURE, OR VIRUS FREE; AND (IV) NEITHER CONSULTANT, NOR ITS SUPPLIERS, SHALL HAVE ANY LIABILITY WHATSOEVER FOR THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE CLIENT INFORMATION OR FOR ANY DECISION MADE OR ACTION TAKEN BY CLIENT IN RELIANCE UPON ANY CLIENT INFORMATION.

CONSULTANT DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM CONSULTANT'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CLIENT'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). CONSULTANT CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, EXCEPT AS PROVIDED IN THIS AGREEMENT, CONSULTANT DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS AND IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY DAMAGES (WHETHER IN CONTRACT OR IN TORT) THAT ARE ATTRIBUTABLE TO THE PUBLIC INTERNET INFRASTRUCTURE, OR CLIENT'S ABILITY TO CONNECT TO THE INTERNET.

6. **Indemnification:** Consultant shall defend, indemnify, and hold Client harmless from and against any third party claims that use of the Services by Client or Users infringes any United States copyright, patent, trademark, trade secret, or other proprietary right, but excluding any such infringement or contributory infringement caused in whole or in part by Client, its agents, representatives, employees, or by third parties under Client's direction. Consultant's obligation shall not extend to a claim based on any alleged infringement arising from any: (a) additions, changes, or modifications to the Services or software by or on behalf of Client; (b) incorporation of the Services or any component thereof into any other product or process; or (c) use of the Services other than as permitted by this Agreement. Should the Services or Software become, or in Consultant's opinion be likely to become, the subject of any such suit or action for infringement for which Consultant is indemnifying Client, or if Client is enjoined from using the Services, Consultant shall, at Consultant's sole option and expense, procure the right to continue providing the Services, or replace or modify such Services, so that they become non infringing, or terminate that portion of the allegedly infringing Services and return any unused Hosting Fees attributable to the terminated portion of the

Services. This Section states Consultant's entire liability for infringement claims relating to the Services.

Consultant's indemnification obligations under this Section are conditioned upon the Client's: (a) giving prompt notice of the claim to the indemnifying party once the indemnified party becomes aware of the claim; (b) granting sole control of the defense and settlement of the claim or action to the indemnifying party (except that the indemnified party's prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of or, result in any ongoing liability to the indemnified party); and (c) providing reasonable cooperation to the indemnifying party and, at the indemnifying party's request and expense, assistance in the defense or settlement of the claim.

7. **Force Majeure:** Neither party shall be liable to the other for any failure or delay in performance hereunder due to circumstances beyond its reasonable control including, but not limited to: acts of God; labor disputes; and governmental and judicial action not the fault of the party causing such failure or delay in performance. Upon receipt of notice of failure or delay in performance caused by the foregoing, performance time shall be considered extended for a period of time equivalent to the time lost as a result of any such delay. If either party is unable to continue to perform for a period of thirty (30) calendar days from the date such notice was issued, then either party may terminate this Agreement.

8. **Non Disclosure:** During the term of this Agreement, the parties acknowledge and agree that each may have access to and become acquainted with the other party's written and/or oral confidential and proprietary Information ("Confidential Information"). Each party agrees not to disclose the other party's Confidential Information to any third party and to treat it with the same degree of care as it would its own confidential information, but no less than a reasonable standard of care. Each party further agrees not to disclose the Confidential Information of the other party to any employees other than those with a need to have access to it, and to instruct those employees on the need to maintain the confidentiality of the Confidential Information.

The following information shall not be considered Confidential Information for the purposes of this Agreement: information previously known when received from the other party; information freely available to the general public; information which is now or hereafter becomes publicly known by other than a breach hereof; information which is developed by one party independently of any disclosures made by the other party of such information; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

If either party is confronted with legal action or believes applicable law requires it to disclose any portion of the other party's Confidential Information protected hereunder, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's confidential and proprietary 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.

The parties acknowledge that a breach of the provisions of this Section will result in immediate irreparable harm to the aggrieved party, and the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive or other equitable relief.

9. **Limitation on Liability:** 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, 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. ANY LIABILITY INCURRED BY CONSULTANT IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID TO CONSULTANT IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION. CLIENT ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, THE FEES CHARGED FOR THE SERVICES WOULD BE HIGHER.

10. **Ownership:** Client shall retain all right, title and interest in and to the Client Information. Consultant shall only use Client Information in accordance with this Agreement.

    Except for "works for hire" developed by Consultant solely for Client pursuant to the terms of this Agreement, of which Client shall be entitled to ownership upon full payment for same, Consultant shall retain all right, title, and interest in and to all intellectual property rights embodied in all materials, Consultant's proprietary information, and Consultant Technology in connection with the Services and/or this Agreement. "Consultant Technology" shall mean Consultant's proprietary technology, including but not limited to, Consultant's Services, internet operations design, content, software tools, hardware designs, algorithms, software created by Consultant (in source and object forms), user interface designs, architecture products, user manuals (whether in print or electronic), network designs, know how, trade secrets, and any related intellectual property rights worldwide (whether owned by Consultant or licensed to Consultant from a third party) and also including any derivative works, improvements, modifications, enhancements, or extensions of Consultant Technology conceived, reduced to practice, or developed prior to or during the term of this Agreement.
    Consultant reserves any rights or licenses not expressly granted to Client hereunder. No license, right, title, or interest in any trademark, trade name, or service mark of Consultant or any of its subcontractors is granted hereunder. Nothing herein shall restrict Consultant's right to use its know-how to provide Services to Client and/or other clients.

11. **Survival:** The provisions of this Agreement relating to payment, insurance, indemnification, non-disclosure, limitation of liability and any other provisions which by their terms survive, shall survive the termination or expiration of this Agreement.

Attachment 15: HCM Compliance Document (Optional)

18.3.3 *Pursuant to HRS § 103D-310(c), the Offeror(s) selected to be Contractor(s), at the time of Notice of Award, must be in compliance with all Laws governing entities doing business in the State. The State will verify compliance on Hawaii Compliance Express ("**HCE**"). All Offerors shall achieve such compliance prior to Notice of Award. Each Contractor shall maintain such compliance during the term of its Contract and for final payment.*

18.3.4 *The HCE is an electronic system that allows vendors, contractors and service providers doing business with the State to quickly and easily demonstrate compliance with applicable Laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Internal Revenue Service, Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs. Each Prospective Offeror should register with HCE prior to submitting an Offer at https://vendors.ehawaii.gov (Hawai`i Compliance Express Home Page) and pay the annual registration fee of $12.00 (as the fee may be changed by the State).*

Per Addendum 4, Exhibit 1, Page 2. 2.14 Section 3.0 Proof of Compliance has been revised and now reads:

Documentation from HCE demonstrating compliance with Hawaii's laws for doing business in the State is required prior to notice of award. It is recommended, but not required, that the Offeror include documentation from HCE demonstrating compliance with Hawaii's laws for doing business in the State to be included with the offer.

Per Addendum 5:

18.3.5 *Offeror Compliance - Paper Documents. Offerors not utilizing the HCE to demonstrate compliance shall provide the paper certificates to the State POC as instructed below. All certificates must be valid on the date it is received by the State POC. Timely applications for all applicable clearances are the responsibility of the Bidder. 18.3.5.1 HRS Chapter 237 tax clearance requirement for award. Pursuant to Section 103D-328, HRS, the lowest responsive Bidder shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. The Tax Clearance Application, Form A-6, and its completion and filing instructions, are available on the DOTAX website: http://tax.hawaii.gov/forms/.*

18.3.5.2 HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Pursuant to Section 103D-310(c), HRS, the lowest responsive Bidder shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the State POC. The DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR, and its filing instructions are available on the DLIR website: http://labor.hawaii.gov/forms/.

18.3.5.3 Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Bidder shall be required to submit a Certificate of Good Standing (COGS) issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) - Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the State POC. To obtain the certificate, the Bidder must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate. For more information regarding

online business registration and the COGS is available at http://dcca.hawaii.gov/breg/.

18.3.5.4 Timely Registration. The above certificates should be applied for and submitted to the State POC as part of the Offer Response. If a valid certificate is not submitted on a timely basis for award of a contract, an Offeror otherwise responsive, may not receive the award.

18.3.5.5 Verification of Compliance. Upon receipt of compliance documents (A-6, LIR#27, COGS), the State POC reserves the right to verify their validity with the respective issuing agency. The Contractor shall maintain their compliance throughout the term of the contract.

From: noreply@ehawaii.gov [mailto:noreply@ehawaii.gov]
Sent: Friday, March 11, 2016 2:16 PM
To: Kristen Dolan
Subject: HCE DLIR Status Update Notice for CherryRoad Technologies Inc.

HCE DLIR Status Update Notice

Applicant information:

Applicant's Name: CherryRoad Technologies Inc.

DBA/Trade Name:

Status of Department of Labor LIR27Form has been changed from Submitted to Compliant.

Please login to https://vendors.ehawaii.gov/hce to review the status for the different state agencies. If you have any questions, please contact the Department of Labor and Industrial Relations Disability Compensation Division directly at **(808) 586-9200**.

From: noreply@ehawaii.gov [mailto:noreply@ehawaii.gov]
Sent: Monday, March 14, 2016 4:33 PM
To: Kristen Dolan
Subject: HCE Tax Status Update Notice for CherryRoad Technologies Inc.

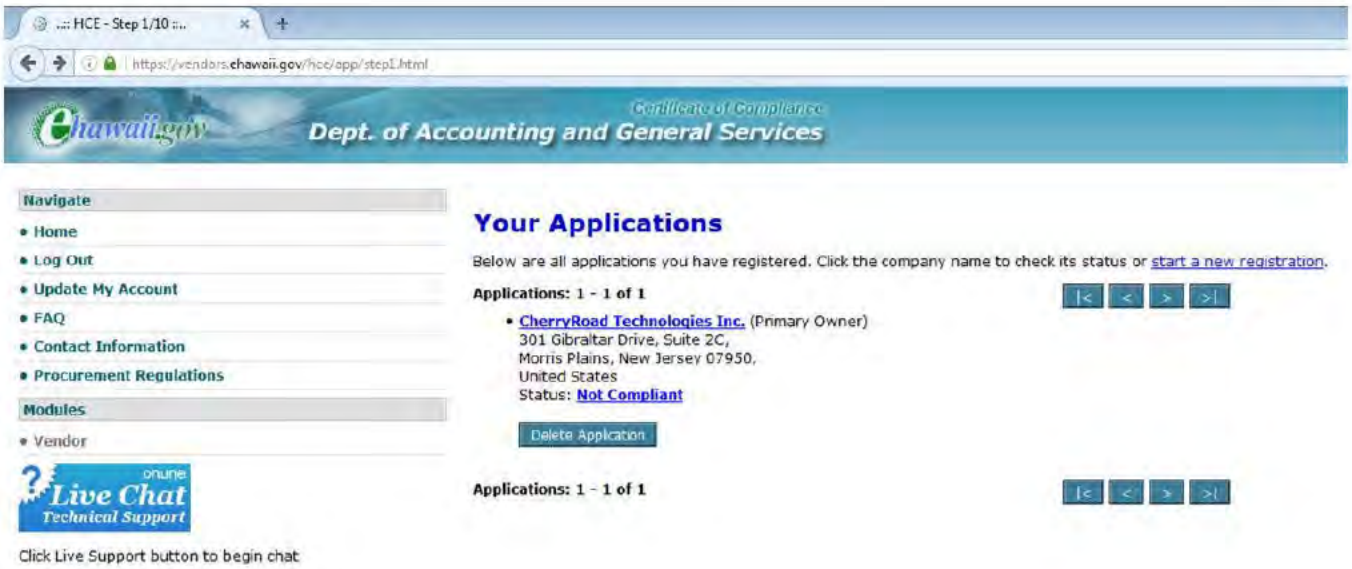
HCE State Tax Status Update Notice

Applicant information:
Applicant's Name: CherryRoad Technologies Inc.
DBA/Trade Name:

Status of Department of Taxation A6Form has been changed from Submitted to Compliant.

Please login to https://vendors.ehawaii.gov/hce to review the status for the different state agencies. If you have any questions, please contact the State Department of Taxation directly at (808) 587-4242.

CherryRoad has submitted our IRS 8821 Form, as noted below. Our application for compliance is currently in process.



The screen shot below indicates our current status for all three applications.

Dept. of Accounting and General Services
Navigate
Home
Log Out
Update My Account
FAQ
Terms And Conditions
Contact Information
Procurement Regulations
Modules
Vendor
Live Chat
Technical Support
Click Live Support button to begin chat
Application Status
Vendor: CherryRoad Technologies Inc.
Option to 'Print Certificate' is available only for Compliant applications.
Status of Compliance for this Vendor:
Form
Department(s)
Status (What do these mean?)
For Questions:
A-6
Hawaii Department of Taxation
Compliant
View
Contact HI Dept of Taxation
Internal Revenue Service
Submitted
View
Contact the IRS
COGS
Hawaii Department of Commerce & Consumer Affairs
Exempt
Contact the DCCA
LIR27
Hawaii Department of Labor & Industrial Relations
Compliant
View
Contact the DLIR
Edit
Register today on the Hawaii State eProcurement System (HIePRO) to view new State bidding opportunities.

Attachment 16: Third Party License and Maintenance Agreements

Appendix A 10.0 Third Party License and Maintenance Agreements has been added:

In responding to this RFP, Offerors shall include as Attachment 16 supplemental license agreement terms and maintenance agreement terms for Third Party Software without configurations or Custom Software.

Please find the Third Party License and Maintenance Agreements following and in the PDF folder of the flash drive.

CherryRoad technologies

GENERAL TERMS
ATTACHMENT 16

NOTE FOR BAFO: There have been changes made to these general terms to reflect the fact that the costs for Oracle software and maintenance being provided by CherryRoad are now embedded in the Deliverable and Service costs. These changes are highlighted in Yellow. CherryRoad will be responsible for buying the Oracle software and maintenance for the State's use during the term of the Contract. Upon expiration or termination of the Contract and full payment for completed Deliverables and Services by the State, the State will be granted a perpetual license. CherryRoad assumes the payment obligations to Oracle during the term of the Contract for both the perpetual license and maintenance. These terms have been updated to reflect this change in pricing from the original proposal. We have structured the licensing and termination in this manner to allow the State to defer paying for the perpetual license upfront and to protect CherryRoad. If the State cancels or terminates the Contract before completion, the State will have no further obligation for future Deliverable (and software) payments but CherryRoad will remain liable to Oracle for such software payments. Therefore, CherryRoad feels that it is equitable for the State to pay for all completed Deliverables so that we can use those funds to mitigate our losses on our continued payment obligations to Oracle. We feel that this represents an equitable form of risk sharing given that it is industry standard for software companies to require upfront payments for perpetual software licenses. Additionally, as discussed previously, there are major accounting issues with two of the terms in the State's terms and conditions - indemnification and refund for Deliverables. These issues have been addressed in these terms as a means to introduce modifications to the State's terms and conditions. These issues are relevant to the Oracle terms as Oracle will not agree to a flow through of these two items in its agreement with CherryRoad. With the inclusion of the language changes in this document related to these two issues, CherryRoad will absorb the risk related to the refund and indemnification items even though we will not be able to flow these terms through to Oracle. Further explanation of our position in these two items is contained at the end of this document. With the inclusion of these changes, CherryRoad is prepared to sign the Contract as presented in Addendum 8.

FOR PURPOSES OF THIS AGREEMENT, CHERRYROAD TECHNOLOGIES INC. SHALL BE SUBSTITUTED FOR ORACLE EXCEPT WHERE SUCH SUBSTITUTION WOULD VIOLATE ORACLE'S INTELLECTUAL PROPERTY RIGHTS. THE TERMS HEREIN SHALL GOVERN OVER ANY TERMS REGARDING THE DELIVERABLES, SERVICES OR SOFTWARE SET FORTH HEREIN.

These General Terms (these "General Terms") are between CherryRoad Technologies Inc. ("CherryRoad" or "Contractor") and the State of Hawaii ("State" or "You") and govern the State's purchase and use of Oracle technology provided by CherryRoad as components of the EPS System and for which title or license will pass to the State as further described in Ordering Document(s) which shall be considered exhibits to these General Terms. To place orders subject to these General Terms, the two Schedules (as defined below) that are attached to these General Terms must be incorporated into these General Terms. If a term is relevant only to a specific Schedule, that term will apply only to that Schedule if and/or when that Schedule is incorporated into these General Terms. Terms and conditions contained in an Ordering Document shall override the terms and conditions contained in these General Terms.

1. DEFINITIONS

1.1 "**Hardware**" refers to the computer equipment, including components, options and spare parts.

1.2 "**Integrated Software**" refers to any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to You by Oracle under Schedule H and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with Your Hardware. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. For specific Hardware, Integrated Software includes Integrated Software Options (as defined in Schedule H) separately ordered.

1.3 "Master Agreement" refers to these General Terms (including any amendments thereto) and the two Schedules incorporated into the Master Agreement (including any amendments to those incorporated Schedules). Among other things, the Master Agreement governs Your use of the Products and Service Offerings ordered from Oracle or an authorized reseller.

1.4 "Operating System" refers to the software that manages Hardware for Programs and other software.

1.5 "**Products**" refers to Programs, Hardware, Integrated Software and Operating System.

1.6 "**Programs**" refers to (a) the software owned or distributed by Oracle that You have ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support. Programs do not include Integrated Software or any Operating System or any software release prior to general availability (e.g., beta releases).

1.7 "**Program Documentation**" refers to the Program user manual and Program installation manuals. Program Documentation may be delivered with the Programs. You may access the documentation online at http://oracle.com/documentation

1.8 **"Schedule"** refers to all Oracle Schedules to these General Terms as identified in Section 2.

1.9 **"Separate Terms"** refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.

1.10 "**Separately Licensed Third Party Technology**" refers to third party technology that is licensed under Separate Terms and not under the terms of the Master Agreement.

1.11 "**Service Offerings**" refers to technical support, education, hosted/outsourcing services, cloud services, consulting, advanced customer support services, or other services which You have ordered. Such Service Offerings are further described in the applicable Schedule.

1.12 "**You**" and "**Your**" refers to the individual or entity that has executed these General Terms.

2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

This Master Agreement is applicable to the order which this Master Agreement accompanies. As of the Effective Date, the following Schedules are incorporated into the Master Agreement:
Hardware and Schedule P – Program.

Schedule H – The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to, these General Terms.

3. SEGMENTATION

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings You may receive or have received from Oracle or CherryRoad. You understand that you may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings. You acknowledge that you have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate or CherryRoad.

OWNERSHIP

Oracle or its licensors retain all ownership and intellectual property rights to the Programs, Operating System, Integrated Software, and anything developed or delivered under the Master Agreement.

INDEMINFICIATION

5.1 Subject to sections 5.5, 5.6 and 5.7 below, if a third party makes a claim against either You ("Recipient" which refers to You), that any information, design, specification, instruction, software, data, hardware, or material (collectively, "Material") furnished by either Oracle or CherryRoad ("Provider" which may refer to Oracle or CherryRoad depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
b. gives the Provider sole control of the defense and any settlement negotiations; and
c. gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

5.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and, if Oracle is the Provider of an infringing Program, any unused, prepaid technical support fees You have paid to Oracle for the license of the infringing Program. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order.

5.3 Notwithstanding the provisions of section 5.2 and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value and, if Oracle is the Provider of infringing Hardware, any unused, prepaid technical support fees You have paid to Oracle for the Hardware.

5.4 In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the Program associated with that Separately Licensed Third Party Technology and shall refund any Program license fees You may have paid to Oracle for the Program license and any unused, prepaid technical support fees You have paid to Oracle for the Program license.

5.5 Provided You are a current subscriber to Oracle technical support services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which You were a subscriber to the applicable Oracle technical support services (a) the phrase "Material" above in section 5.1 shall include the Operating System and the Integrated Software and any Integrated Software Options that You have licensed and (b) the phrase "Program(s)" in this section 5 is replaced by the phrase "Program(s) or the Operating System or Integrated Software or Integrated Software Options (as applicable)" (i.e., Oracle will not indemnify You for Your use of the Operating System and/or Integrated Software and/or Integrated Software Options when You were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Linux operating system, Oracle will not indemnify you for Materials that are not part of the Oracle Linux covered files as defined at http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf.

5.6 The Provider will not indemnify the Recipient if the Recipient alters Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use a Program and that is used: (a) in unmodified form; (b) as part of or as required to use a Program; and (c) in accordance with the license grant for the relevant Program and all other terms and conditions of the Master Agreement, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for the Program under the terms of the Master Agreement. Oracle will not indemnify you for infringement caused by your actions against any third party if the Program(s) as delivered to you and used in accordance with the terms of the Master Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any intellectual property infringement claim(s) known to you at the time license rights are obtained.

5.7 This section provides the parties' exclusive remedy for any infringement claims or damages

5.8 **Indemnification by Contractor**. In addition to, and not by way of limitation of, the provisions of Sections 7 and 8 of the General Conditions, Contractor shall indemnify, defend, save and hold harmless State and its officers, authorized representatives, employees, agents, successors and permitted assigns (collectively, the "**State Indemnified Persons**") from any and all Losses to the extent arising from, in connection with, as a result of, caused by, or based on, any allegations, actions, demands or claims, by a third party (except for any allegations, actions, demands or claims arising from, in connection

with, as a result of, caused by, or based on acts or omissions or willful misconduct of the State Indemnified Persons):

a. of any hacks with respect to, or attacks on, the State IT Environment, State Property or any State Information (whether or not hosted at the State IT Environment) by one or more of the Contractor Personnel or the willful interference with State's information technology operations by one or more of the Contractor Personnel during their employment or retention or engagement (or thereafter using the knowledge obtained during their employment, retention or engagement) by Contractor, a Contractor Assisting Entity and/or any other party assisting in the performance or the support of the Services or provision of any Deliverable or Work Product, in performing or assisting in the performance or support of the Services or the provision of the Deliverables and/or Work Product;
b. resulting from the negligent actions or omissions of Contractor, a Contractor Assisting Entity or any party performing or assisting in the performance of the Services and/or willful misconduct, fraud or negligence by any of the foregoing entities;
c. relating to the death or bodily injury of any agent, employee, invitee, visitor or other person caused by the tortious conduct of one or more of the Contractor or Contractor Assisting Entities arising from, in connection with, as a result of, caused by or based on the Contractor's or any Contractor Assisting Entity's (or any party performing or assisting in the) performance of or omission in the performance of, the Services;
d. relating to the damage, loss or destruction of any property caused by the conduct of Contractor, a Contractor Assisting Entity or any party performing or assisting in the performance of the Services or provision of the Deliverables and/or Work Product;
e. that the performance of Services or except for Third party Software that is subject to this Master Agreement and that provides in that license agreement a substantially similar indemnity for the State as described in Section 8.1(g), provision of the Contractor Technology, Deliverables and/or Work Product (including, for avoidance of doubt, as performed in whole or in part by one or more Contractor Assisting Entities, or any party performing or assisting in the performance of the Services or provision of the Deliverables) and/or the Service or Contractor Technology, Deliverables and/or Work Product, infringes, misappropriates or otherwise violates any Intellectual Property Right, confidentiality right, privacy right, database right or other proprietary right of any third party
f. that no part of the Deliverables, Work Product, Services or EPS Service IT Environment is State IT Environment Incompatible;
g. as set forth in Section 2.7 of Exhibit 6; and/or
h. based on, any hacks with respect to, or attacks on, the State IT Environment, State Property or any State Information (whether or not hosted at the State IT Environment or at State) or other data breaches or confidentiality breaches directly or indirectly arising from, in connection with, as a result of, or based on, the EPS System.

NOTWITHSTANDING ANY LANGUAGE CONTAINED IN EXHIBITS 5, 6 (INCLUDING SECTION 8.1) OR OTHERWISE CONTAINED IN THE CONTRACT BETWEEN THE PARTIES, THE LANGUAGE CONTAINED IN THIS SECTION 5.8, TOGETHER WITH THE LANGUAGE CONTAINED IN SECTION 5.9 BELOW, SHALL EXCLUSIVELY GOVERN CHERRYROAD'S INDEMNIFICATION OBLIGATIONS TO THE STATE.

5.9 **Indemnification and Defense by Contractor.** The Contractor shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and claims, suits, and demands therefor, asserted in third party claims, except claims, suits, and demands by the Contractor directly against the State for the negligent acts or omissions or willful misconduct of the State, to the extent arising out of or resulting from the negligent acts or omissions or willful misconduct of the Contractor or the Contractor's employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early.

NOTWITHSTANDING ANY LANGUAGE CONTAINED IN EXHIBITS 5 (INCLUDING SECTION 7), 6 OR OTHERWISE CONTAINED IN THE CONTRACT BETWEEN THE PARTIES, THE LANGUAGE CONTAINED IN THIS SECTION 5.9, TOGETHER WITH THE LANGUAGE CONTAINED IN SECTION 5.8 ABOVE, SHALL EXCLUSIVELY GOVERN CHERRYROAD'S INDEMNIFICATION OBLIGATIONS TO THE STATE.

TERMINATION

6.1 If either of us breaches a material term of the Master Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Master Agreement. If CherryRoad terminates the Master Agreement as specified in the preceding sentence, You must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under the Master Agreement plus related taxes and expenses except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party

continues reasonable efforts to cure the breach. You agree that if you are in default under the Master Agreement, You may not use those Products or Service Offerings ordered.

6.2 If you have used a contract with CherryRoad, Oracle or an affiliate of Oracle to pay for the fees due under an order and you are in default under that contract, you may not use the Products and/or Service Offerings that are subject to such contract.

6.3 Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

FEES AND TAXES; PRICING, INVOICING AND PAYMENT OBLIGATION

7.1 All fees payable to CherryRoad are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle or CherryRoad must pay based on the Products and/or Service Offerings You ordered, except for taxes based on Oracle's or CherryRoad's income. Also, you will reimburse CherryRoad and Oracle for reasonable expenses related to providing Service Offerings.

NONDISCLOSURE

8.1 By virtue of the Master Agreement, the parties may have access to information that is confidential to one another ("**Confidential Information**"). We each agree to disclose only information that is required for the performance of obligations under the Master Agreement. Confidential Information shall be limited to the terms and pricing under the Master Agreement and all information clearly identified as confidential at the time of disclosure.

8.2 A party's Confidential Information shall not include information that: (a) is or becomes a 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.

8.3 We each agree not to disclose each other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under the Master Agreement. Nothing shall prevent either party from disclosing the terms or pricing under the Master Agreement or orders submitted under the Master Agreement in any legal proceeding arising from or in connection with the Master Agreement or disclosing the Confidential Information to a governmental entity as required by law.

ENTIRE AGREEMENT

9.1 You agree that the Master Agreement and the information which is incorporated into the Master Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the Products and/or Service Offerings ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products and/or Service Offerings.

9.2 It is expressly agreed that the terms of the Master Agreement and any order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the products, and/or Service Offerings ordered. In the event of inconsistencies between the terms of any Schedule and these General Terms, the Schedule shall take precedence. In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence. The Master Agreement and orders may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. Any notice required under the Master Agreement shall be provided to the other party in writing.

LIMITATION OF LIABILITY

EXCEPT FOR INDEMNIFICATION CLAIMS UNDER SECTION 5.8 AND 5.9 HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CHERRYROAD'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS MASTER AGREEMENT OR YOUR ORDER, OR THE CONTRACT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE VALUE OF THE CONTRACT GIVING RISE TO

THE LIABILITY.

THIS PROVISION SHALL GOVERN THE SUBJECT MATTER CONTAINED HEREIN NOTWITHSTANDING ANY LANGUAGE CONTAINED IN EXHIBIT 5, EXHIBIT 6 OR IN ANY OTHER PROVISION OF THE CONTRACT.

EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern your use of the Products (including technical data) and any Service Offerings deliverables provided under the Master Agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re- export" regulations). You agree that no data, information, product, and/or materials resulting from Service Offerings (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Service Offerings and affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for Products and Service Offerings ordered or delivered.

GOVERNING LAW AND JURISDICTION

The Master Agreement is governed by the laws of the State of California.

NOTICE

If you have a dispute with Oracle or CherryRoad or if You wish to provide a notice under the Indemnification section of these General Terms, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice, as applicable, to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065, Attention: General Counsel, Legal Department or CherryRoad Technologies Inc., 301 Gibraltar Drive, Suite 2C, Morris Plains, NJ 07950.

ASSIGNMENT

You may not assign the Master Agreement or give or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings or an interest in them to another individual or entity. If You grant a security interest in the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, and if you decide to finance your acquisition of any Products and/or any Service Offerings, you will follow Oracle's policies regarding financing which are at http://oracle.com/contracts. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms.

OTHER

16.1 CherryRoad is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.

16.2 If any term of the Master Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the Master Agreement.

16.3 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of, or relating to the Master Agreement may be brought by either party more than two years after the cause of action has accrued.

16.4 Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

16.5 If requested by an authorized reseller on your behalf, You agree Oracle may provide a copy of the Master Agreement to the authorized reseller to enable the processing of your order with that authorized reseller.

16.6 The Uniform Computer Information Transactions Act does not apply to the Master Agreement or orders placed under it. You understand that Oracle's business partners, including any third party firms retained by you to provide consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner unless (i) the business partner is providing services as an Oracle subcontractor in furtherance of an order placed under the Master Agreement and (ii) only to the same extent, as Oracle would be responsible for the performance of Oracle resources under that order.

16.7 For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for such software was not provided to you with the binary, you may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

16.8 Oracle may refer to you as an Oracle customer of the ordered Products and Service Offerings in sales presentations, marketing vehicles, and activities.

16.9 Oracle confirms that a copy of the source code necessary to support the Programs is maintained or will be placed into escrow. The source code escrow agreement was entered into by Oracle America, Inc. on behalf of all members of the Oracle group of companies ("Oracle Group") and provides that only if the Oracle Group ceases to be in the business of supporting the Programs, the escrow agent will furnish You with a copy of the escrowed materials that have become unsupported. Any escrowed materials furnished under this provision shall be considered licensed subject to the terms of this order and the Master Agreement and shall be used solely to maintain the Programs. Oracle's source code escrow agreement is private and confidential and is not available for release to You. Oracle does not deposit source code for any third party programs. This paragraph states Oracle's and obligations regarding source code escrow for the Programs. No other terms in the Contract relating to escrow for the Programs shall apply.

16.10 **Termination for Rejection of Deliverables.** If Contractor is unable to correct Defects and Problems in a Deliverable as set forth in Appendix E – 1, Implementation Services Requirements and pursuant to Exhibit 6, the State shall have the right to immediately terminate this Contract, in whole or in part, immediately or at such other time indicated in a notice of termination without penalty or liability to State, with such a termination being deemed a termination due to the material breach of Contractor hereunder, and return the rejected Deliverable, if applicable, to Contractor, and the two other Deliverables which received Acceptance immediately prior to the State's rejection of the rejected Deliverable if in State's judgment the two other Deliverables lack value to the State. If State terminates this Contract under this Section, and returns the rejected Deliverable, Contractor shall, within 20 calendar days thereafter, refund to State all payments made to Contractor for the returned rejected Deliverable and the two other Deliverables that in State's judgment, in whole or in part that lack value to the State and that are returned to Contractor.

THIS PROVISION SHALL GOVERN THE SUBJECT MATTER CONTAINED HEREIN NOTWITHSTANDING ANY LANGUAGE CONTAINED IN EXHIBIT 5, EXHIBIT 6 (INCLUDING SECTION 13.1(f)) OR IN ANY OTHER PROVISION OF THE CONTRACT.

Schedule H Hardware

DEFINITIONS

1.1 "**Commencement Date**" for the Hardware, Operating System, and Integrated Software refers to the date the Hardware is delivered. For Integrated Software Options, the Commencement Date refers to the date the Hardware is delivered or the effective date of the order if shipment of Hardware is not required.

1.2 "Integrated Software Options" refers to software or programmable code embedded in, installed on, or activated on the Hardware that requires one or more unit licenses that you must separately order and agree to pay additional fees. Not all Hardware contains Integrated Software Options; please refer to the Oracle Integrated Software Options License Definitions, Rules, and Metrics accessible at http://oracle.com/contracts (the "Integrated Software Options License Rules") for the specific Integrated Software Options that may apply to specific Hardware. Oracle reserves the right to designate new software features as Integrated Software Options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules.

1.3 Capitalized terms used but not defined in this Schedule H have the meanings set forth in the General Terms.

RIGHTS GRANTED

2.1 Your Hardware order consists of the following items: Operating System (as defined in your configuration), Integrated Software, and all Hardware equipment (including components, options, and spare parts) specified on the applicable order. Your Hardware order may also include Integrated Software Options. Integrated Software Options may not be activated or used until you separately order them and agree to pay additional fees.

2.2 You have the right to use the Operating System delivered with the Hardware subject to the terms of the license agreement(s) delivered with the Hardware. Current versions of the license agreements are located at http://oracle.com/contracts. You are licensed to use the Operating System and any Operating System updates acquired through technical support only as incorporated in, and as part of, the Hardware.

2.3 You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software delivered with the Hardware subject to the terms of this Schedule H and the applicable documentation. You are licensed to use that Integrated Software and any Integrated Software updates acquired through technical support only as incorporated in, and as part of, the Hardware. You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software Options that you separately order subject to the terms of this Schedule H, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of this Schedule H. You are licensed to use those Integrated Software Options and any Integrated Software Options updates acquired through technical support only as incorporated in, and as part of, the Hardware. To fully understand your license right to any Integrated Software Options that you separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between the Master Agreement and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

DEFINITIONS

1.1 "Commencement Date" for the Hardware, Operating System and Integrated Software refers to the date the Hardware is delivered. For Integrated Software Options, the Commencement Date refers to the date the Hardware is delivered or the effective date of the order if shipment of Hardware is not required.

1.2 "Integrated Software Options" refers to software or programmable code embedded in, installed on, or activated on the Hardware that requires one or more unit licenses that You must separately order and agree to pay additional fees. Not all Hardware contains Integrated Software Options; please refer to the Oracle Integrated Software Options License Definitions, Rules, and Metrics accessible at http://oracle.com/contracts (the "Integrated Software Options License Rules") for the specific Integrated Software Options that may apply to specific Hardware. Oracle reserves the right to designate new software features as Integrated Software Options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules.

1.3 Capitalized terms used but not defined in this Schedule H have the meanings set forth in the General Terms.

RIGHTS GRANTED

2.1 Your Hardware order consists of the following items: Operating System (as defined in Your configuration), Integrated Software, and all Hardware equipment (including components, options and spare parts) specified on the applicable order. Your Hardware order may also include Integrated Software Options. Integrated Software Options may not be activated or used until You separately order them and agree to pay additional fees.

2.2 You have the right to use the Operating System delivered with the Hardware subject to the terms of the license agreement(s) delivered with the Hardware. Current versions of the license agreements are located at http://oracle.com/contracts. You are licensed to use the Operating System and any Operating System updates acquired through technical support only as incorporated in, and as part of, the Hardware.

2.3 You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software delivered with the Hardware subject to the terms of this Schedule H and the applicable documentation. You are licensed to use that Integrated Software and any Integrated Software updates acquired through technical support only as incorporated in, and as part of, the Hardware. You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software Options that You separately order subject to the terms of this Schedule H, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of this Schedule H. You are licensed to use those Integrated Software Options and any Integrated Software Options updates acquired through technical support only as incorporated in, and as part of, the Hardware. To fully understand Your license right to any Integrated Software Options that You separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between the Master Agreement and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

2.4 The Operating System or Integrated Software or Integrated Software Options (or all three) may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the Operating System, Integrated Software and Integrated Software Options under such terms are not restricted in any way by the Master Agreement including this Schedule H. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System, Integrated Software, and Integrated Software Options.

2.5 Upon payment for Hardware-related Service Offerings, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for your internal business operations anything developed by Oracle and delivered to you under this Schedule H ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

RESTRICTIONS

3.1 You may only make copies of the Operating System, Integrated Software, and Integrated Software Options for archival purposes, to replace a defective copy, or for program verification. You shall not remove any copyright notices or labels on the Operating System, Integrated Software, or Integrated Software Options. You shall not decompile or reverse engineer (unless required by law for interoperability) the Operating System or Integrated Software.

3.2 You acknowledge that to operate certain Hardware, your facility must meet a minimum set of requirements as described in the Hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable Hardware documentation.

3.3 The prohibition on the assignment or transfer of the Operating System or any interest in it under section 15 of the General Terms shall apply to all Operating Systems licensed under this Schedule H, except to the extent that such prohibition is rendered unenforceable under applicable law.

TRIAL PROGRAMS

Oracle may include additional Programs on the Hardware (e.g., Exadata Storage Server software). You are not authorized to use those Programs unless you have a license specifically granting You the right to do so; however, you may use those additional Programs for trial, non-production purposes for up to 30 days from the date of delivery provided that you may not

use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. To use any of these Programs after the 30 day trial period, You must obtain a license for such Programs from Oracle or an authorized reseller. If you decide not to obtain a license for any Program after the 30 day trial period, you will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

TECHNICAL SUPPORT

5.1 Oracle Hardware and Systems Support acquired with your order may be renewed annually and, if you renew Oracle Hardware and Systems Support for the same systems and same configurations, for the first and second renewal years the technical support fee will not increase by more than 3% over the prior year's fees.

5.2 If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the technical support services. The Oracle Hardware and Systems Support Policies are incorporated in this Schedule H and are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of technical support services provided during the period for which fees for Oracle Hardware and Systems Support have been paid. You should review the policies prior to entering into the order for technical support services. You may access the current version of the Oracle Hardware and Systems Support Policies at http://oracle.com/contracts.

5.3 Oracle Hardware and Systems Support is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

HARDWARE-RELATED SERVICE OFFERINGS

In addition to technical support, you may order a limited number of Hardware-related Service Offerings under this Schedule Has listed in the Hardware-Related Service Offerings document, which is at http://oracle.com/contracts. You agree to provide Oracle with all information, access, and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and you will perform the actions identified in the order as your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf. Service Offerings provided may be related to your license to use Products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern your use of such Products.

WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

7.1 Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the Hardware, (ii) the Operating System and the Integrated Software and the Integrated Software Options, and (iii) the Operating System media, the Integrated Software media and the Integrated Software Options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the Hardware will be free from, and using the Operating System and Integrated Software and Integrated Software Options will not cause in the Hardware, material defects in materials and workmanship for one year from the date the Hardware is delivered to you. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to you. You may access a more detailed description of the Oracle Hardware Warranty at http://www.oracle.com/us/support/policies/index.html ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to Hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to Hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The Hardware may be new or like new. The Oracle Hardware Warranty applies to Hardware that is new and Hardware that is like-new, which has been remanufactured and certified for warranty by Oracle.

7.2 Oracle also warrants that technical support services and Hardware-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule H will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Hardware-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Hardware-related Service Offerings.

7.3 **FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE HARDWARE ITEM, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE**

REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE HARDWARE ITEM AND THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE DEFECTIVE HARDWARE ITEM; OR (ii) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.4 Replacement units for defective parts or Hardware Items replaced under the Oracle Hardware Warranty may be new or like new quality. Such replacement units assume the warranty status of the Hardware into which they are installed and have no separate or independent warranty of any kind. Title in all defective parts or Hardware Items shall transfer back to Oracle upon removal from the Hardware.

7.5 **ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE, INTEGRATED SOFTWARE OPTIONS, OR MEDIA.**

7.6 No warranty will apply to any Hardware, Operating System, Integrated Software, Integrated Software Options, or media which has been:

a. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware);
b. maltreated or used in a manner other than in accordance with the relevant documentation;
c. repaired by any third party in a manner which fails to meet Oracle's quality standards;
d. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
e. used with equipment or software not covered by an Oracle warranty, to the extent that the problems are attributable to such use;
f. relocated, to the extent that problems are attributable to such relocation;
g. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
h. used by parties appearing on the then-current U.S. export exclusion list;
i. relocated to countries subject to U.S. trade embargo or restrictions;
j. used remotely to facilitate any activities for parties or in the countries referenced in 7.6(h) and 7.6(i) above; or
k. purchased from any entity other than Oracle or an Oracle authorized reseller.

7.7 The Oracle Hardware Warranty does not apply to normal wear of the Hardware or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the Hardware and may be void in the event that title to the Hardware is transferred to a third party.

AUDIT

Upon 45 days written notice, Oracle may audit your use of the Operating System, Integrated Software, and Integrated Software Options. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the Operating System, Integrated Software, and Integrated Software Options in excess of your license rights. If you do not pay, Oracle can end (a) Service Offerings (including technical support) related to the Operating System, Integrated Software, and Integrated Software Options, (b) licenses of the Operating System, Integrated Software, and Integrated Software Options ordered under this Schedule H and related agreements and/or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

ORDER LOGISTICS

9.1 Delivery, Installation, and Acceptance of Hardware

9.1.1 You are responsible for installation of the Hardware unless you purchase installation services from Oracle for that Hardware.

9.1.2 Oracle will deliver the Hardware in accordance with Oracle's Order and Delivery Policies which are in effect at the time of your order and which may be accessed at http://oracle.com/contracts. Oracle will use the delivery address specified by you on your purchasing document or when Your purchasing document does not indicate a ship to address, the location specified on the order and the delivery terms in the Order and Delivery Policies that are applicable to Your country of destination will apply.

9.1.3 Acceptance of the Hardware is deemed to occur on delivery.

9.1.4 Oracle may make and invoice you for partial deliveries.

9.1.5 Oracle may make substitutions and modifications to the Hardware that do not cause a material adverse effect in overall Hardware performance.

9.1.6 Oracle will use its reasonable commercial efforts to deliver the Hardware within a timeframe that is consistent with Oracle's past practices regarding the amount and type of Hardware that you have ordered.

9.2 Delivery and Installation of Integrated Software Options

9.2.1 You are responsible for installation of the Integrated Software Options unless the Integrated Software Options have been pre-installed by Oracle on the Hardware you are purchasing under the order or unless you purchase installation services from Oracle for the Integrated Software Options.

9.2.2 Oracle has made available to you for electronic download at the electronic delivery web site located at the following Internet URL: http://edelivery.oracle.com the Integrated Software Options listed in the order. Through the Internet URL, You can access and electronically download to your location the latest production release as of the effective date of the applicable order of the Integrated Software Options and related documentation for the Integrated Software Options listed. Provided that you have continuously maintained technical support for the listed Integrated Software Options, you may continue to download the Integrated Software Options and related documentation. Please be advised that not all Integrated Software Options are available on all Hardware/Operating System combinations. For the most recent Integrated Software Options availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Integrated Software Options under the applicable order, electronic download or otherwise.

9.3 Transfer of Title

Title to the Hardware will transfer upon delivery.

9.4 Territory

The Hardware shall be installed in the country/countries that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in the order.

9.5 Pricing, Invoicing, and Payment Obligation

9.5.1 You may change a Hardware order prior to shipment subject to the then current change order fee as established by Oracle from time to time. The applicable change order fees and a description of allowed changes are defined in the Order and Delivery Policies, which may be accessed at http://oracle.com/contracts.

9.5.2 In entering into payment obligations under an order, you agree and acknowledge that you have not relied on the future availability of any Hardware, Program, or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you under an order and the Master Agreement.

9.5.3 Hardware and Integrated Software Options fees are invoiced as of the respective Commencement Dates.

9.5.4 Hardware-related Service Offering fees are invoiced in advance of the Hardware-related Service Offering performance; specifically, technical support fees are invoiced annually in advance. The period of performance for all Hardware-related Service Offerings is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

9.5.5 In addition to the prices listed on the order, Oracle will invoice you for any applicable freight charges or applicable taxes, and you will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at http://oracle.com/contracts.

SCHEDULE P Program

This Program Schedule (this "Schedule P") is a Schedule to the General Terms to which this Schedule P is attached. The General Terms and this Schedule P, together with the attached Schedule H, are the Master Agreement. This Schedule P shall terminate with the General Terms.

1. DEFINITIONS

1.1 "**Commencement Date**" refers to the date of shipment of tangible media or the effective date of the order if shipment of tangible media is not required (if the order was placed through the Oracle store, the effective date is the date the order was submitted to Oracle).

1.2 Capitalized terms used but not defined in this Schedule P have the meanings set forth in the General Terms.

2. RIGHTS GRANTED

2.1 Upon Oracle's acceptance of your order, You have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the order), limited right to use the Programs and receive any Program-related Service Offerings you ordered solely for your internal business operations and subject to the terms of the Master Agreement, including the definitions and rules set forth in the order and the Program Documentation.

2.2 Upon payment for Program-related Service Offerings, you have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for your internal business operations anything developed by Oracle and delivered to you under this Schedule P ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

2.3 You may allow your agents and contractors (including, without limitation, outsourcers) to use the Programs and deliverables for your internal business operations and you are responsible for their compliance with the General Terms and this Schedule P in such use. For Programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed under the General Terms and this Schedule P.

2.4 You may make a sufficient number of copies of each Program for your licensed use and one copy of each Program media.

3. RESTRICTIONS

3.1 The Programs may contain or require the use of third party technology that is provided with the programs. Oracle may provide certain notices to you in Program Documentation, readmes, or notice files in connection with such third party technology. Third party technology will be licensed to you either under the terms of the Master Agreement or, if specified in the Program Documentation, readmes or notice files, under Separate Terms. Your rights to use Separately Licensed Third Party Technology under Separate Terms are not restricted in any way by the Master Agreement. However, for clarity, notwithstanding the existence of a notice, third party technology that is not Separately Licensed Third Party Technology shall be deemed part of the Programs and is licensed to you under the terms of the Master Agreement.

If You are permitted under an order to distribute the Programs, You must include with the distribution all such notices and any associated source code for Separately Licensed Third Party Technology as specified, in the form and to the extent such source code is provided by Oracle, and You must distribute Separately Licensed Third Party Technology under Separate Terms (in the form and to the extent Separate Terms are provided by Oracle). Notwithstanding the foregoing, your rights to the Programs are solely limited to the rights granted in your order.

3.2 You may not:

a. remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights
b. make the Programs or materials resulting from the Service Offerings 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 or materials from the Service Offerings you have acquired);
c. cause or permit 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 materials produced by Programs);
d. disclose results of any Program benchmark tests without Oracle's prior written consent.

3.3 The prohibition on the assignment or transfer of the Programs or any interest in them under section 15 of the General Terms shall apply to all Programs licensed under this Schedule P, except to the extent that such prohibition is rendered unenforceable under applicable law.

4. TRIAL PROGRAMS

You may order trial Programs, or Oracle may include additional Programs with your order which you may use for trial, non-production purposes only. You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. You have 30 days from the Commencement Date to evaluate these Programs. To use any of these Programs after the 30 day trial period, You must obtain a license for such Programs from Oracle or an authorized reseller. If you decide not to obtain a license for any Program after the 30 day trial period, You will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

5. TECHNICAL SUPPORT

5.1 For purposes of an order, technical support consists of Oracle's annual technical support services you may have ordered from Oracle or an authorized reseller for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the technical support services. The technical support policies are incorporated in this Schedule P and are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of technical support services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the order for the applicable technical support services. You may access the current version of the technical support policies at http://oracle.com/contracts.

5.2 Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order will be renewed annually during the term of the Contract and may renewed annually following the expiration or termination of the Contract.

5.3 If you decide to purchase technical support for any Program license within a license set, you are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if you agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If you decide not to purchase technical support, you may not update any unsupported Program licenses with new versions of the Program.

6. PROGRAM-RELATED SERVICE OFFERINGS

In addition to technical support, you may order a limited number of Program-related Service Offerings under this Schedule P as listed in the Program-Related Service Offerings document, which is at http://oracle.com/contracts. You agree to provide Oracle with all information, access, and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and you will perform the actions identified in the order as your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf. Service Offerings provided may be related to your license to use Programs owned or distributed by Oracle which you acquire under a separate order. The agreement referenced in that order shall govern your use of such Programs.

7. WARRANTIES, DISCLAIMERS, AND EXCLUSIVE REMEDIES

7.1 Oracle warrants that a Program licensed to you will operate in all material respects as described in the applicable Program Documentation for a period of one year after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any Program warranty deficiency within one year after delivery. Oracle also warrants that technical support services and Program-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule P will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Program-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Program-related Service Offerings.

7.2 ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.

7.3 FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE ERRORS OF THE APPLICABLE PROGRAM LICENSE IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS.

7.4 TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. AUDIT

Upon 45 days written notice, Oracle may audit your use of the Programs. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the Programs in excess of your license rights. If you do not pay, Oracle can end (a) Program-related Service Offerings (including technical support); (b) Program licenses ordered under this Schedule P and related agreements and/or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

9. ORDER LOGISTICS

9.1 Delivery and Installation

9.1.1 You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware you are purchasing under the order or unless you purchase installation services from Oracle for those Programs.

9.1.2 Oracle has made available to you for electronic download at the electronic delivery web site located at the following Internet URL: http://edelivery.oracle.com the Programs listed in the Programs and Program Support Service Offerings section of the applicable order. Through the Internet URL, you can access and electronically download to your location the latest production release as of the effective date of the applicable order of the software and related Program Documentation for each Program listed. Provided that you have continuously maintained technical support for the listed Programs, you may continue to download the Programs and related Program Documentation. Please be advised that not all Programs are available on all hardware/operating system combinations. For the most recent Program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Programs under the applicable order, electronic download or otherwise.

9.1.3 If ordered, Oracle will deliver the tangible media to the delivery address specified on the applicable order. You agree to pay applicable media and shipping charges. The applicable shipping terms for the delivery of tangible media are: FCA Shipping Point, Prepaid, and Add.

9.2 Territory

The Programs shall be used in the country/countries specified in the order.

9.3 Pricing, Invoicing and Payment Obligation

9.3.1 In entering into payment obligations under an order, you agree and acknowledge that you have not relied on the future availability of any Program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you under an order and the Master Agreement.

9.3.2 Program fees are invoiced as of the Commencement Date.

9.3.3 Program-related Service Offering fees are invoiced in advance of the Program-related Service Offering performance; specifically, technical support fees are invoiced annually in advance. The period of performance for all Program-related Service Offerings is effective upon the Commencement Date.
9.3.4 In addition to the prices listed on the order, Oracle will invoice you for any applicable shipping charges or applicable taxes and you will be responsible for such charges and taxes.

10. LICENSE DEFINITION AND RULES

To fully understand your license grant, You need to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below.

10.1 Definitions and License Metrics

$M Annual Transaction Volume: is defined as one million U.S. Dollars in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by you and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

Application Module: is defined as a Program used by you on a single or multiple computers.

Applications National Language Support (NLS) Supplement Media Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, My Oracle Support has information on which products have been translated for the supported languages (https://support.oracle.com). For new or unsupported customers, please contact Your Oracle Account Manager for this information.

$M in Application Annual Revenue: is defined as one million U.S. Dollars excluding taxes processed through the licensed Program. For Oracle Self-Service E-Billing products, the Annual Revenue is equivalent to the total invoiced amount for all company accounts that have at least one enrolled user per billing period.

Application Developed: is defined as a software Program developed by you that operates on smart- phones and/or other end user devices and that (i) provides end users with access to content or (ii) provides end users with end user transaction enablement or (iii) otherwise enables use by end users of functions available through the Oracle run-time Program.

Application User: is defined as an individual authorized by you to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. If you license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, you are required to maintain licenses for the equivalent number of Application Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for Your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle Fusion Sourcing, Oracle iSupplier Portal, Oracle Fusion Supplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing, and JD Edwards Supplier Self Service Programs, use by Your external suppliers is included with Your application user licenses. For the purposes of the Oracle Financial Services

Operational Risk Solution Program, employees who are just contributing information to the Program via the applicable user interface shall not be counted as application users.

Application Read-Only User: is defined as an individual authorized by you to run only queries or reports against the application Program for which you have also acquired non read-only licenses, regardless of whether the individual is actively using the Programs at any given time.

Brand: is defined as a named product offering that corresponds to a specific molecular entity, including multiple dosage forms and multiple strengths for the same molecular entity.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the Program (measured explicitly in the Program as Received Data Collection Instruments) during a 12 month period. You may not exceed the licensed number of CRF Pages during any 12 month period unless You acquire additional CRF Page licenses from Oracle.

Chassis: is defined as a physical enclosure containing hardware. For the purposes of the following Programs: Oracle Fabric Manager and Oracle Fabric Monitor, only the chassis (a) that contain networking hardware and (b) that are managed by the Program must be counted for the purpose of determining the number of licenses required.

Client Application Loader Client: is defined as a device that receives its configuration from a client application server.

Collaboration Program User: is defined as an individual authorized by you to use the Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. For the purposes of counting and licensing the number of Beehive Synchronous Collaboration users, a Collaboration Program User within your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to your company and attending a web conference are not required to be licensed.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the Programs. The term Compensated Individual includes, but is not limited to, your employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the Programs are installed. A Computer license allows you to use the licensed Program on a single specified computer. For the purposes of Computer licenses for the Oracle Health Science Integration Engine Program, a communication point is an interface to an input system (e.g., a clinical laboratory system in a hospital or healthcare setting) or to an output system (e.g., a healthcare data repository).

5 Concurrent Users: is defined as five concurrent users where each Concurrent User is an individual who is authorized by you to access the Program concurrently with other individuals at any given time.

Concurrent Connection: is defined as each connection to a Serduct/Datalink. A Serduct/Datalink is defined as an interface that renders the Infor software operable for use with Micros Applications.

Concurrent User: is defined as each individual that may concurrently use or access the Programs. Concurrent Users shall be only customers or prospective customers of yours, and shall not be business partners, or employees of yours.

Connected Device: is defined as each unique device that transmits data to or receives data from Oracle application Programs or Oracle cloud services. Devices include, but are not limited to, sensors, meters, RFID readers, and barcode scanners. Devices may be connected directly to Oracle application Programs or Oracle cloud services, or may be connected indirectly to Oracle application Programs or Oracle cloud services through a gateway device or a third-party communications service. A device may be uniquely identified as being the endpoint of communication of data to or from an Oracle application Program or an Oracle cloud service, or may be uniquely identified by its explicit registry with an Oracle application Program or an Oracle cloud service.

Connected Instance: is defined as the configuration between Oracle Policy Automation Connector for Oracle CRM On Demand and the Oracle CRM On Demand instance's web service endpoint. For each Oracle CRM On Demand instance so configured, an additional Connected Instance is required.

Connector: is defined as each connector connecting the software product with a third party product. A unique connector is required for each distinct third party product that the software product is required to interface.

$M Cost of Goods Sold: is defined as one million U.S. Dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

CPU: is defined as a chip that contains a collection of one or more cores on which the Program is running. Regardless of the number of cores, each chip counts as 1 CPU.

Custom Suite User: is defined as an individual authorized by you to use the application Programs included in the applicable Custom Applications Suite which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time.

Customer: is defined as the customer entity specified on your order. The Programs may not be used or accessed for the business operations of any third party, including but not limited to your customers, partners, or your affiliates. There is no limitation on the number of computers on which such Programs may be copied, installed, and used.

Customer Account: is defined as each unique Customer Account, designated by a unique account number, for which the billing information is managed or displayed using the Program, regardless of the number of individual account holders associated with such accounts.

Oracle Customer Data & Device Retention Service: is defined as a service for which the description may be found in the Technical Support Policies section (Oracle Hardware and Systems Support Policies) at www.oracle.com/contracts and which is incorporated by reference.

Customer Record: is defined as each unique Customer Record (including contact records, prospect records and records in external data sources) that you may access using the Program.

10,000 Daily Average Transactions: is defined as ten thousand unique transactions (including but not limited to sales transactions, return transactions, exchange transactions, loyalty transactions, deal transactions, gift card transactions, inventory transactions, petty cash transactions, and administrative transactions) that are processed by the Program in a single 24 hour period. The daily transaction volume is calculated as the daily average over the prior 12 month period.

Developer User / Developer/ Developer Seat: is defined as an individual authorized by you to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. With respect to Developer Users only, such users may create, modify, view, and interact with the Programs and documentation.

Disk Drive: is defined as a spinning media device that stores data accessed by the Program.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle Program from any source (not manually entered by licensed users) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

Employee: is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors, and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors, and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs.

Employee for HCM: is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors, and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Employees for HCM and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees for HCM: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the

Programs. Employees for HCM may only use the licensed Programs with Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name.

Employee User: is defined as an individual authorized by you to use the Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time.

Enterprise Employee: is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors, and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Enterprise Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors, and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. The value of these Program licenses is determined by the number of Enterprise Employees. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the number of Enterprise Employees as of the effective date of your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise Employees as of such date.

Enterprise Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on Your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements. The value of these Program licenses is determined by the number of Enterprise FTE Students. For these Program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise FTE Students as of the effective date of your order. If at any time the number of Enterprise FTE Students exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise FTE Students is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise FTE Students. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise FTE Students as of such date.

Enterprise Trainee: is defined as an employee, contractor, student, or other person who is being recorded by the Program. The value of these Program licenses is determined by the number of Enterprise Trainees. For these Program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Trainees as of the effective date of your order. If at any time the number of Enterprise Trainees exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Trainees is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Trainees. In addition, each year 90 days before the anniversary date of your order, You are required to report to Oracle the number of Enterprise Trainees as of such date.

Enterprise $M in Cost of Goods Sold: Enterprise $M Cost of Goods Sold is defined as one million U.S. Dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue. The value of these Program licenses is determined by the amount of Enterprise $M Cost of Goods Sold. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M Cost of Goods Sold as of the effective date of your order. If at any time the amount of Enterprise $M Cost of Goods Sold exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M Cost of Goods Sold is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M Cost of Goods Sold. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise $M Cost of Goods Sold as of such date.

Enterprise $M in Freight Under Management: $M Freight Under Management is defined as one million U.S. Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by You, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of Your clients but are providing transportation management services for your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to You with freight terms of prepaid). The value of these Program licenses is determined by the amount of Enterprise $M Freight Under Management. For these Program licenses, the licensed quantity purchased must, at a minimum

be equal to the amount of Enterprise $M Freight Under Management as of the effective date of Your order. If at any time the amount of Enterprise $M Freight Under Management exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M Freight Under Management is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M Freight Under Management. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M Freight Under Management as of such date.

Enterprise $M in Operating Budget: is defined as one million U.S. Dollars of Your gross budget reflected in an audited statement from Your external accounting firm. The value of these Program licenses is determined by the amount of Enterprise $M in Operating Budget. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M in Operating Budget as of the effective date of Your order. If at any time the amount of Enterprise $M in Operating Budget exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M in Operating Budget is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M in Operating Budget. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M in Operating Budget as of such date.

Enterprise $M in Revenue: Enterprise $M in Revenue is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year. The value of these Program licenses is determined by the amount of Enterprise $M in Revenue. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M in Revenue as of the effective date of Your order. If at any time the amount of Enterprise $M in Revenue exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M in Revenue is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M in Revenue. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M in Revenue as of such date.

Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

Faculty User: is defined as an active teaching member of the faculty for an accredited academic institution; such user may only use the Programs for academic and non-commercial use.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by You, including the dispatchers, to the field using the Programs.

Flash Drive: is defined as a front mounted solid state media device that stores data accessed by the Program.

$M Freight Under Management: is defined as one million U.S. Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by You, plus the cost of freight for shipments managed by You (e.g., You are not purchasing transportation services on behalf of Your clients but are providing transportation management services for Your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to You with freight terms of prepaid).

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in Your institution and any part-time student enrolled in Your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on Your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

25,000 Gift Cards: is defined as twenty-five thousand value cards (gift or stored) that are generated by the Program during a 12 month period.

Guest Cabin: is defined as a guest cabin onboard a cruise ship managed by the Program. You must license the total number of Guest Cabins onboard each cruise ship managed by the Program and the licensed quantity of Guest Cabin licenses may not be shared across multiple cruise ships.

For the purposes of the Cruise Fleet Management, Cruise Crew Management, Cruise Materials Management HQ, and Sub-HQ Programs, You must license the total number of Guest Cabins onboard all ships or vessels in the fleet that are managed by the Program.

Guest Room: is defined as the number of guest rooms managed by the Program. For the purposes of the Oracle Hospitality Suite8 Interface Programs, a unique Guest Room license is required for each distinct product with which an Oracle Hospitality Suite8 Program is required to interface. For example, a customer requiring interfaces of an Oracle Hospitality Suite8 Program with three distinct products must have three separate Guest Room licenses.

Hosted Named User: is defined as an individual authorized by You to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

Hospitality Suite: is defined as an entertainment space that typically includes, but is not limited to, a kitchenette, restroom, table, and seats within an arena, stadium, concert venue, or other venue that is managed by the Program.

Installation Services, Start-Up Packs, and Configuration/Upgrade Services: is defined as a service(s) for which the description may be found in the Advanced Customer Support Services section at www.oracle.com/contracts and which is incorporated by reference.

Instance: is defined as a single database environment. Test, production, and development environments are considered three separate instances that must each be licensed.

Interface: is defined as each interface connecting the Oracle Program with a third party product. A unique Interface license is required for each distinct third party product with which the Oracle Program is required to interface.

Inventory Location: is defined as a dedicated physical inventory space used by vendors to store their inventory within an arena, stadium, concert venue or other venue that is managed by the Program. Each dedicated physical inventory space must be counted as one Inventory Location.

Invoice Line: is defined as the total number of invoice line items processed by the Program during a 12 month period. You may not exceed the licensed number of Invoice Lines during any 12 month period unless You acquire additional Invoice Line licenses from Oracle.

IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system.

Kitchen Display Client: is defined as a device that is used to display and monitor the status of ordered items. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

Learning Credits: may be used to acquire education products and services offered in the Oracle University online catalogue posted at http://www.oracle.com/education under the terms specified therein. Learning credits may only be used to acquire products and services at the list price in effect at the time You order the relevant product or service, and may not be used for any product or service that is subject to a discount or a promotion when You order the relevant product or service. The list price will be reduced by applying the discount specified to You by Oracle. Notwithstanding anything to the contrary in the previous three sentences, learning credits may also be used to pay taxes, materials, and/or expenses related to Your order; however, the discount specified above will not be applied to such taxes, materials, and/or expenses. Learning credits are valid for a period of 12 months from the date Your order is accepted by Oracle, and You must acquire products and must use any acquired services prior to the end of such period. You may only use learning credits in the country in which You acquired them, may not use them as a payment method for additional learning credits, and may not use different learning credits accounts to acquire a single product or service or to pay related taxes, materials, and/or expenses. Learning credits are non-transferable and non-assignable. You may be required to execute standard Oracle ordering materials when using learning credits to order products or services.

$M in Managed Assets: is defined as one million U.S. Dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the Program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the Program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on

the Program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the Program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the Program, then sold within the previous 12 months.

Managed Resource: is defined as an individual authorized by You to use the Programs which are installed on a single server or on multiple servers, regardless of whether the individual is actively using the Programs at any given time. In addition, Your employees, contractors, partners and any other individual or entity managed by the Programs shall be counted for the purposes of determining the number of Managed Resource licenses required.

Member Record: is defined as each unique customer loyalty Program Member Record managed by the Program. 100K Member Records shall mean one hundred thousand Member Records.

Merchandise: is defined as a unique item or SKU of a consumer good.

Module: is defined as each production database running the Programs.

Monitored User: is defined as an individual who is monitored by an Analytics Program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time. Individual users who are licensed for an Analytics Program by either Named User Plus or Application User may not be licensed by Monitored User. For the purposes of the Usage Accelerator Analytics Program, every user of Your licensed CRM Sales application Program must be licensed. For the purposes of the Human Resources Compensation Analytics Program, all of Your employees must be licensed.

For the purpose of the following Oracle Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for E-Business Suite, Configuration Controls Governor, Configuration Controls for E-Business Suite, Transaction Controls Governor, Preventive Controls Governor, and Governance, Risk, and Compliance Controls Suite, the number of Monitored Users is equal to the total number of unique E-Business Suite users (individuals) being monitored by the Program(s), as created/defined in the User Administration function of E-Business Suite. Users of iProcurement and/or Self-Service Human Resources are excluded.

For the purpose of the following PeopleSoft Enterprise Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for PeopleSoft Enterprise, Configuration Controls Governor, and Configuration Controls for PeopleSoft Enterprise, the number of Monitored Users is equal to the total number of unique PeopleSoft Enterprise (or any other custom applications / Programs) users (individuals) that the Program monitors.

MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual
Subscription and MySQL Standard Edition Annual Subscription: are defined as the right to use the specified Program(s) in accordance with the applicable license metric and to receive Oracle Software Update License & Support for the specified Program(s) and for MySQL Community Edition for the term specified on the order. MySQL Community Edition refers to MySQL that is licensed under the GPL license. Software Update License & Support for MySQL Community Edition does not include updates of any kind. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support services are provided under the applicable technical support policies in effect at the time the services are provided. You must obtain a subscription license for all servers where MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition, and/or MySQL Standard Edition are deployed. If You obtain Oracle Software Update License & Support services for any servers where MySQL Community Edition is deployed, then You must also purchase a subscription license for all of such servers for which You have obtained Oracle Software Update License & Support services. You may obtain Oracle Software Update License & Support services for the MySQL Community Edition subscription licenses at any level (e.g., at the MySQL Cluster Carrier Grade Edition level, at the MySQL Enterprise Edition level and/or at the MySQL Standard Edition level). At the end of the specified term, You may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use the Program(s) will terminate and You must de-install all applications, tools, and binaries provided to You under the applicable non-Community Edition license (e.g., the license for MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition, and/or MySQL Standard Edition). If You do not renew a subscription, You will not receive any updates (including patches or subsequent versions) and You may also be subject to reinstatement fees if You later choose to reactivate Your subscription.

Named User Plus / Named User: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the Programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following Programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware and Management Pack for WebCenter Suite, only the users of the Program that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

With respect to the following Programs: Load Testing, Load Testing Developer Edition, Load Testing Accelerator for Web Services, Load Testing Accelerator for Oracle Database, Load Testing Suite for Oracle Applications, and Oracle Test Starter Kit for Utilities (Load Testing), each emulated human user and non human operated device shall be considered as a virtual user and shall be counted for the purpose of determining the number of Named User Plus licenses required.

For the purposes of the following Programs: Data Masking and Subsetting Pack and Data Masking and Subsetting Pack for Non-Oracle Databases, only (a) the users of the database servers where masked data or data subsets originate and (b) the users of the database servers performing the masking or subsetting operations (via GUI or command line) must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Real User Experience Insight and Application Replay Pack, all users of the respective managed application Program must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate, only (a) the users of the Oracle database from which You capture data and (b) the users of the Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Big Data, only the users of the source Oracle or non Oracle database(s) from which You capture data must be counted for the purpose of determining the number of licenses required. For multiple source databases, all users for all sources must be counted.

For the purposes of the following Programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the users of the database from which You capture data and (b) the users of the database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Non Oracle Database only (a) the users of the Non Oracle database from which You capture data and (b) the users of the Non Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Integrator Enterprise Edition and Data Integrator Enterprise Edition for Oracle Applications, only the users that are running or accessing the data transformation processes must be counted for determining the number of licenses required.

For the purposes of the following Programs: Oracle Mobile Suite Client Runtime and Application Development Framework Mobile, only the end users of each Application Developed must be counted for the purposes of determining the number of licenses required, regardless of the choice of the mobile application development tool or the framework used to build the Application Developed.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls, and network load balancers.

Non Employee User - External: is defined as an individual, who is not Your employee, contractor, or outsourcer, authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time.

Oracle Financing Contract: is a contract between You and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under Your order.

1000 Orders: is defined as one thousand orders entered into the applicable Program during a 12 month period. You may not exceed the licensed number of orders during any 12 month period unless You acquire additional 1000 Orders licenses from Oracle.

Order Line: is defined as the total number of order entry line items processed by the Program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12 month period unless You acquire additional Order Line licenses from Oracle.

1,000 Page Views: is defined as 1,000 Page Views per Month, where one Page View means one visit by a unique internet user to a particular page on a website.

Partner Organization: is defined as an external third party business entity that provides value-added services in developing, marketing and selling Your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer, or broker.

Person: is defined as Your employee or contractor who is actively working on behalf of Your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part- time and full-time people whose records are recorded in the system.

PIN Entry Device (PED): is defined as an electronic hardware device that is used in a debit, credit, or smart card-based transaction to accept and encrypt the cardholder's personal identification number (PIN).

Physical Server: is defined as each physical server on which the Programs are installed.

Ported Number: is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

POS Client: is defined as a device that is used to record any part of a sales transaction or related end-user functionality such as workstation reporting, cash management, engagement, table management, or manager operations. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

For the purposes of the Oracle Hospitality Guest Access POS and Device Client Program, a POS Client is a guest access control method that includes, but is not limited to, turnstiles, gates, and swing doors that are managed by the Program. For each guest access control method, both entrance and exit points must be counted for the purposes of determining the number of licenses required. For example, each turnstile must be counted as two POS Clients (one for entrance and one for exit).

Processor: shall be defined as all processors where the Oracle Programs are installed and/or running. Programs licensed on a processor basis may be accessed by Your internal users (including agents and contractors) and by Your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at http://oracle.com/contracts. All cores on all multicore chips for each licensed Program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle Programs with Standard Edition 2, Standard Edition One or Standard Edition in the product name (with the exception of WebCenter Enterprise Capture Standard Edition, Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the Program (other than Standard Edition One Programs or Standard Edition Programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the Program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

For the purposes of the following Program: Oracle Healthcare Data Repository, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base Programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed Program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses required for the licensed Program; under these licenses You may also install and/or run the licensed Program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following Programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware and Management Pack for WebCenter Suite, only the processors on which the Program that is being managed/monitored are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Masking and Subsetting Pack and Data Masking and Subsetting Pack for Non-Oracle Databases, only (a) the processors running the database servers where masked data or data subsets originate and (b) the processors running the database servers performing the masking or subsetting operations (via GUI or command line) must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Application Management Pack for Utilities and Application Management Pack for Taxation and Policy Management, all processors on which the middleware and/or database software that support the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Replay Pack and Real User Experience Insight, all processors on which the middleware software that supports the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Informatica PowerCenter and PowerConnect Adapters, and Application Adapter for Warehouse Builder for PeopleSoft, Oracle E-Business Suite, Siebel, and SAP, only the processor(s) on which the target database is running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Integrator Enterprise Edition, Data Integrator Enterprise Edition for Oracle Applications, Data Integrator and Application Adapter for Data Integration and Application Adapters for Data Integration, only the processor(s) where the data transformation processes are executed must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: In-Memory Database Cache, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache Program is installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate, only (a) the processors running the Oracle database from which You capture data and (b) the processors running the Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the processors running the database from which You capture data and (b) the processors running the database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Non Oracle Database, only (a) the processors running the non Oracle database from which You capture data and (b) the processors running the non Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Oracle GoldenGate Application Adapters and Oracle GoldenGate for Big Data, only the processors running the source Oracle or non Oracle database(s) from which You capture data must be counted for the purpose of determining the number of licenses required. For multiple source databases, all processors for all sources must be counted.

For the purposes of the following Program: Audit Vault and Database Firewall, only the processors of the sources which are protected, monitored, or audited must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle ATG Web Commerce Search, only the processors on which queries are processed must be counted. You do not need to count processors on which the Program is running for indexing content in configured content sources as long as the foregoing is the only use of the Program on all the processors installed in a given server.

Project: is defined as a scheduled stage gate process plan in operation.

Property: is defined as a location with a single physical address.

For the purposes of the following Programs: Oracle Hospitality POS Gateway Provisioning Service for Merchant Link, Oracle Hospitality POS Gateway Change Service for Merchant Link, and Oracle Hospitality POS Annual Support Subscription for Merchant Link, each property management system, each restaurant, and each retail point of sale system must be counted as a separate Property.

500,000 Queries Per Day: is defined as five hundred thousand queries from midnight to the next midnight (e.g., a day) to the production MDEX engine, including but not limited to: text searches; changes to facet (refinement); and page up/down through results (any text box query, change in facet selection, change in results viewed). Queries that can be reasonably shown to be generated via malicious intent, such as Denial of Service attacks, are not counted against the number of licensed queries. You may also use the programs for non-production uses, including but not limited to development, quality assurance, and performance testing.

$M in Revenue: is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year.

$M Revenue Under Management: is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year for the product lines for which the Programs are used.

Record: The Customer Hub B2B is a bundle that includes two components, Siebel Universal Customer Master B2B and Oracle Customer Data Hub. For the purposes of the Customer Hub B2B application, record is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique business entity or company record, which is stored as an account for the Siebel Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e., physical person) record, which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

The Product Hub is a bundle that includes two components, Siebel Universal Product Master and Oracle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the total number of unique product database records stored in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product component or SKU stored in the MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) or organization assignments of the same item.

For the purposes of the Case Hub Program a record is defined as the total number of unique case database records stored in the Case Hub Program. A case database record is a unique request or issue requiring investigation or service stored in S_CASE table with an active or inactive status.

For the purposes of the Site Hub Program a record is defined as the total number of unique site database records stored in the RRS_SITES_B table of the Site Hub Program. A site database record is a unique site (e.g., an asset, a building, part of a building (such as a store or a franchise within a store, an ATM, etc.) stored in the Site Hub Program.

For the Programs listed above, please see the application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at http://oracle.com/contracts for the grant and restrictions of the underlying Oracle technology.

For the purposes of the Oracle Data Relationship Management Program, a record is defined as the unique occurrence of any business object or master data construct that You choose to manage within the Program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions, or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

For the purposes of the Supplier Lifecycle Management and Supplier Hub Programs, a record is defined as a unique business entity or company record stored as Supplier in the AP_SUPPLIERS table of the Supplier Lifecycle Management and Supplier Hub Programs.

For the purposes of the Life Sciences Customer Hub Program, a record is defined as the number of unique customer database records stored in such Program. A customer database record is a unique physician (i.e., physical person) record which is stored as a contact for the Oracle Life Sciences Customer Hub Program.

1000 Records: is defined as 1000 cleansed records (i.e., rows) that are output from a production data flow of the Data Quality for Data Integrator Program.

Registered User: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. Registered Users shall be business partners and/or customers and shall not be Your employees.

250,000 Requests Per Day: is defined as two hundred fifty thousand requests from midnight to the next midnight (e.g., a day) in the production systems. Requests that can be reasonably shown to be generated via malicious intent, such as Denial of Service attacks, are not counted against the number of licensed requests. You may also use the Program for non-production uses, including but not limited to development, quality assurance, and performance testing.

For the purposes of the following Program: ATG Web Commerce, requests for the full ATG pipeline at the ATG DynamoHandler in the Servlet Pipeline made by web browsers or via web service calls in the production systems, including, but not limited to: JSP page requests; Ajax requests; REST service

requests; SOAP service requests; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: WebCenter Sites for Oracle ATG Web Commerce, requests to the production WebCenter Sites or production WebCenter Sites Satellite Server Programs for page or page fragments, JSP page requests, REST service requests, SOAP service requests or web service calls by browsers or external application must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Endeca Experience Manager, requests at the production Assembler and Presentation API, including but not limited to: any page request for Experience Manager; any single submitted query for the Search Engine (text box queries, selection or changes in facet selection); page requests by an application (e.g., ATG Web Commerce); direct requests from web browsers; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

Retail Register: is defined as any device designed to record any part of a sales transaction.

Retail Store: is defined as any location where two or more people are employed to generate revenue by selling goods and services to customers.

Retail Wireless Device: is defined as a detached device that accesses the Program. Examples of wireless devices include but are not limited to, scanners, RF devices, PDAs.

Revenue Center: is defined as a logical reporting as configured within a Location. For example, a restaurant that keeps its reports and configuration separate from its bar and its room service would require 3 Revenue Center licenses (one for the restaurant, one for the bar and one for room service).

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

Rule Set: is defined as a data rules file containing content for a given country in order to perform data quality functions optimized for that country.

Server: is defined as the computer on which the Programs are installed. A Server license allows You to use the licensed Program on a single specified computer.

For the purposes of Acme Packet Programs, a Server in a virtual environment is defined as a virtual machine image.

For the purposes of Tekelec Programs, a Server in a virtualized environment is not counted as a Server.

Service Order Line: is defined as the total number of service order entry line items processed by the Program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12 month period unless You acquire additional Service Order Line licenses from Oracle.

1,000 Sites: is defined as one thousand unique sites added to Multi-Site Quotes created during a 12 month period. Sites added to Multi-Site Quotes are listed as records in the Site Characteristics View and the Billing Group View of a Multi-Site Quote. A Site record is uniquely defined by its Service Account and Service Point fields. A single Site (as defined by its Service Account and Service Point fields Site) that is added to multiple Multi-Site Quotes created during a 12-month period shall be only counted once.

Socket: is defined as a slot that houses a chip (or a multi-chip module) that contains a collection of one or more cores. Regardless of the number of cores, each chip (or multi-chip module) shall count as a single socket. All occupied sockets on which the Program is installed and/or running must be licensed.

Oracle Solaris Premier Subscription for Non-Oracle Hardware per socket: is defined as the right to use the Oracle Solaris Programs (as defined below) on hardware not manufactured by or for Sun/Oracle, and to receive Oracle Premier Support for Operating Systems services (limited to the Oracle Solaris Programs), for the term specified in the ordering document. "Oracle Solaris Programs" refers to the Oracle Solaris operating system and the separately licensed third party technology (as defined below). The Oracle Solaris Programs may contain third party technology. Oracle may provide certain notices to You in Program Documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to You either under the terms of the agreement, or if specified in the Program Documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement. The Oracle Solaris Programs may include or be distributed with certain separately licensed components that are part of Java SE ("Java SE"). Java SE and all components associated with it are licensed to You under the terms of the Oracle Binary Code License Agreement for the Java SE Platform Products, and not under the agreement. A copy of the Oracle Binary Code License Agreement for the Java SE Platform Products can be found at www.oracle.com/contracts.

This subscription is available only for a server that is certified by Oracle and listed on the Hardware Compatibility List (HCL) at www.oracle.com/webfolder/technetwork/hcl/index.html. You must obtain a subscription license for each socket in the server. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was

accepted by Oracle. Oracle Premier Support for Operating System services are provided under the applicable technical support policies in effect at the time the services are provided. At the end of the specified term, You may renew Your subscription, if available, at the then current fees for this subscription.

If Your order specifies, "**1 – 4 socket server**" then You may only use the subscription on a server with not more than 4 sockets. If Your order specifies, "5+ socket server" then You may use the subscription for servers with any number of sockets.

Store: is defined as a physical store location which sells goods or services that utilize one Point-of-Sale (POS) system. If a physical store location has multiple POS systems, then each POS system must be counted as a Store.

Stream: is defined as a concurrent backup or restore job to a tape, disk, or cloud target. For tape targets (which would be a physical tape drive (e.g., T10000D or LTO6) or a virtual tape drive), each configured tape drive within the Oracle Secure Backup domain must be counted for determining the number of licenses required. For disk targets, each concurrent job defined per Oracle Secure Backup disk pool must be counted for determining the number of licenses required. For Cloud based targets utilizing the Oracle Secure Backup Cloud Module, each parallel Recovery Manager (RMAN) channel must be counted for determining the number of licenses required.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by You for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If Your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. $1,000 increment of Your gross annual revenue as reported to the SEC in Your annual report or the equivalent accounting or reporting document.

Suite: is defined as all the functional software components described in the product documentation.

Sun Ray Device: is defined as the Sun Ray computer on which the Program is running. System: is defined as a single configuration environment. Test, production, and development configurations are considered three separate systems that must each be licensed.

Tape Drive: is defined as mechanical devices used to sequentially write, read, and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan. For cloud based backups, Oracle counts each parallel stream or Recovery Manager (RMAN) channel as equivalent to a tape drive.

Tape Library Slot: is defined as a physical slot location within a tape library where each slot accepts a single tape cartridge.

Technical Reference Manuals: Technical Reference Manuals ("TRMs") are Oracle's confidential information. You shall use the TRMs solely for Your internal data processing operations for purposes of: (a) implementing applications Programs, (b) interfacing other software and hardware systems to the applications Programs and (c) building extensions to applications Programs. You shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. You agree: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as You exercise to safeguard the confidentiality of Your own most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with Your employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct Your employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of Your employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on Your premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to You "as-is" without any warranty of any kind. Upon termination, You shall cease using, and shall return or destroy, all copies of the applicable TRMs.

Telephone Number: is defined as each unique telephone number for which the billing information is managed or displayed using the Program, regardless of the number of individual account holders associated with such telephone numbers.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

$B in Total Assets: is defined as one billion U.S. dollars of Your latest published or internally available "Total Asset Value" as disclosed in Your annual report and/or regulatory filings.

Trainee: is defined as an employee, contractor, student, or other person who is being recorded by the Program.

Transaction: is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

1K Transactions: is defined as one thousand unique transactions processed through the Program during a 12 month period. You may not exceed the licensed number of transactions during a 12 month period unless You acquire additional transaction licenses from Oracle. For Oracle Contact Center Anywhere, a unique transaction is defined as one of the following: inbound phone call, outbound phone call (direct dialed, preview dialed, predictive dialed, web call back), workgroup fax, workgroup email/voice mail, and chat session (inbound sessions / web collaboration with agents). For JD Edwards World Purchase Card Management, a unique transaction is defined as a single charge processed by the Program.

Transaction Services Client: is defined as a device that is used to receive data from an external source to record a sales transaction (e.g., a device in a coffee shop that is used by customers to enter their sandwich orders). If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

For the purposes of the Oracle Hospitality Symphony Transaction Services Program, devices that are used to send property or revenue center configuration to an external source must be counted as Transaction Services Clients. For example, if a digital signage provider wants to display menu item information (e.g., price, name, etc.) on a menu board behind the counter and the menu board system requests that a device provides a list of the menu items and prices that are available for purchase, then that device must be licensed as Transaction Services Client.

UPK Developer: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. UPK Developers may create, modify, view, and interact with simulations and documentation.

UPK Module: is defined as the functional software component described in the product documentation

Video Wrapper: is defined as a standardized container that acts as a file system for video assets installed per site. Examples of video wrapper formats include GXF, MXF, OP1A, AVI, Quicktime, and LXF.

Wireless handset: is defined as a mobile communications device such as a mobile telephone, PDA, or paging device that has as primary functions wireless voice communications and data services provided through a service provider.

Workstation: is defined as the client computer from which the Programs are being accessed, regardless of where the Program is installed.

10.2 Term Designation

If Your Program license does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise provided in the agreement.

1, 2, 3, 4, 5 Year Terms: A Program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the Program license shall terminate.

1 Year Subscription: A Program license specifying a 1 Year Subscription shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the Program license shall terminate.

10.3 Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications

Failover: Subject to the conditions that follow below, Your license for the Programs listed on the US Oracle Technology Price List, which may be accessed at http://www.oracle.com/us/corporate/pricing/price-lists/index.html, includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). **The above right only applies when a number of machines are arranged in a cluster and share one**

disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate day's limitation. When licensing options on a fail over environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

Testing: For the purpose of testing physical copies of backups, Your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle Program binary files are copied or synchronized.

You are responsible for ensuring that the following restrictions are not violated:

- Oracle Database Standard Edition 2 may only be licensed on servers that have a maximum capacity of 2 sockets. When used with Oracle Real Application Clusters, Oracle Database Standard Edition 2 may only be licensed on a maximum of 2 one-socket servers. In addition, notwithstanding any provision in Your Oracle license agreement to the contrary, each Oracle Database Standard Edition 2 database may use a maximum of 16 CPU threads at any time. When used with Oracle Real Application Clusters, each Oracle Database Standard Edition 2 database may use a maximum of 8 CPU threads per instance at any time. If You purchase Named User Plus (NUP) licenses, You must maintain a minimum of 10 NUP per server.
- Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 sockets. Oracle Database Standard Edition, when used with Oracle Real Application Clusters, may only be licensed on a single cluster of servers supporting up to a maximum capacity of 4 sockets.
- Oracle Standard Edition One, Internet Application Server Standard Edition One, and Portal Standard Edition One can only be licensed on servers that have a maximum capacity of 2 sockets.
- WebLogic Server Standard Edition does not include WebLogic Server Clustering.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but You must use only the included Oracle Standard Edition One as the target database.
- Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica PowerCenter and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications Programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Suite Enterprise Edition Plus Program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications Programs run, or (iii) a staging database for any of the foregoing. Informatica PowerCenter and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications Programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application Programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data.
- With respect to the Java SE Advanced and Java SE Suite Programs, You may not create, modify, or change the behavior of, or authorize Your users to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax" "sun" or "oracle" or any variation of the aforementioned naming conventions. The installation and auto-update processes for these Programs transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects at http://oracle.com/contracts. Additional copyright notices and license terms applicable to portions of the Programs are set forth at http://oracle.com/contracts.
- Programs that contain "for Oracle Applications" in the Program name are limited use Programs. These limited use Programs may only be used with "eligible" Oracle application Programs that contain the following prefixes in the Program name: Oracle Fusion, Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Tax, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance, Oracle Primavera, Oracle Hospitality. Oracle XBRi, and Oracle Relate. For those prefixes designated above

with a "*" not all Programs with that prefix are eligible for use with the "for Oracle Applications" limited use Programs. For a list of excluded Programs please review the Applications Licensing Table, which may be accessed at http://oracle.com/contracts. Notwithstanding anything above, Oracle Business Intelligence Suite Enterprise Edition Plus for Oracle Applications may only be used with "eligible" Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name provided that the Oracle Fusion Human Capital Management Programs are the only Programs configured to run against the database instance Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics Programs. Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the following Programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition; Oracle Human Resources Analytics, Fusion Edition and Oracle Project Analytics. Any use of limited use Programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.

- Oracle BPEL Process Manager Option for Oracle Applications may be used only to enable business processes, workflow interactions, and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and, other Oracle Applications or third party applications are allowed as long as they are enabled/initiated within the eligible Oracle Applications. Business Processes defined in BPEL are allowed as long as at least one of the services invoked from within the Business Process access an eligible Oracle Application either natively (via Web Services) or via an adapter.
- Oracle Business Intelligence Foundation for Oracle Applications may be used only to perform query, reporting and analysis against a transaction database, data warehouse or an Essbase OLAP cube if: (i) the transaction database is an eligible Oracle Applications transaction database itself or an extraction, in whole or in part, of an eligible Oracle Applications transaction database, without transformation (query, reporting and analysis against a transaction database that is not an eligible Oracle Applications transaction database requires a full use license of Oracle Business Intelligence Foundation Suite); or (ii) the data warehouse is a pre-packaged eligible Oracle Applications data warehouse, with any customizations necessary to reflect customizations made in the eligible Oracle Applications, and restricted only to the eligible Oracle Applications sources (query, reporting and analysis against extensions to the data warehouse drawn from source systems not supported by the pre-packaged data warehouses require a full use license of Oracle Business Intelligence Foundation Suite); or (iii) the dimensions of each Essbase OLAP Cube are sourced from eligible Oracle Applications.
- Oracle WebLogic Suite for Oracle Applications may be used only as an embedded runtime for eligible Oracle Applications or to deploy customizations to an eligible Oracle Application. The WebLogic global data source or one of the WebLogic application data sources must be configured to access the schema of an eligible Oracle Application.
- Data Integrator Enterprise Edition for Oracle Applications may only be used with the Oracle supplied data integration jobs and customization of the supplied jobs is allowed. For the avoidance of doubt, examples of uses that are not permitted include, but are not limited to, the following: adding new jobs that support different applications, new schemas, or previously unsupported application modules.
- Oracle SOA Suite for Oracle Applications may be used only to enable integration, business processes, workflow interactions, and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other non-eligible Oracle Applications or third party applications are allowed as long as they are either initiated or terminated within eligible Oracle Applications. Usage of SOA composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the services invoked from within each composite accesses an eligible Oracle Application either natively (via Web services) or via an adapter and the invocation is part of a flow that is either initiated or terminated within eligible Oracle Applications. Oracle Service Bus (OSB) usage is allowed as long as each service deployed accesses an eligible Oracle Application either natively (via Web services) or via an adapter.
- Oracle WebCenter Portal for Oracle Applications may be used only to surface eligible Oracle Application(s) and custom applications (collectively, "eligible applications"). Surfacing any third- party applications, including other applications from Oracle, requires a license for Oracle WebCenter Portal. Multiple eligible applications may be surfaced in a single portal instance provided that a WebCenter Portal for Oracle Applications license exists for each eligible application surfaced in the portal. WebCenter Portal for Oracle Applications may be used to integrate the various WebCenter services (e.g., wikis, blogs, and discussions) into an application context, as well as to build out custom workflows and notifications between the eligible application and WebCenter Portal components. The content management features of the Oracle WebCenter Portal for Oracle Applications Program may be used to store and manage documents created outside of the eligible application provided that such documents are related to the eligible application or to the application context.
- Oracle WebCenter Imaging for Oracle Applications may be used to create and modify imaging searches, to modify pre-packaged imaging application document types, and to create and modify input mappings to imaging applications. Oracle

WebCenter Imaging for Oracle Applications may also be used to invoke web service application programming interfaces (API's) from Oracle Application workflows. A license for WebCenter Imaging for Oracle Applications is required to define new document types for the management of images unrelated to a pre-packaged Oracle Applications integration, to develop custom workflows, and to invoke APIs from custom workflows or custom application integrations.

- Oracle Identity and Access Management Suite Plus for Oracle Applications may be used only to perform associated actions for users of and within the eligible Oracle Applications. The Programs may be used to do the following: (1) add, delete, modify, and manage user identities and roles in the eligible Oracle Applications; (2) provide web access management and single sign-on into eligible Oracle Applications; (3) provide data storage or virtualization to data storage of user identities and user identity related information or authentication and authorization policies for eligible Oracle Applications; (4) provide federated single sign-on to eligible Oracle Applications
- Oracle Coherence Enterprise Edition for Oracle Applications may only be used within the same Java Virtual Machine as the eligible Oracle Application components.
- Oracle GoldenGate for Oracle Applications may only be used with the Oracle supplied integration jobs. Customization of the Oracle supplied integration jobs is allowed if necessitated by (i) customizations of the source application or of the target application or (ii) for performance tuning of the GoldenGate configuration. Oracle GoldenGate for Oracle Applications may not be used (i) for data replication to non-Oracle databases or (ii) by other Oracle applications or (iii) by third party applications for any type of data integration or replication purposes. For the avoidance of doubt, examples of other uses that are not permitted include, but are not limited to, the following: replicating data to non-Oracle databases (including MySQL), adding new source or target schemas, adding unsupported application modules to source or target schemas, supporting other replication topologies (e.g., active-active or multi-master) or adding anything not supplied by Oracle.
- The number of Hyperion Program option licenses must match the number of licenses of the associated Hyperion Program.
- The license for the Hyperion Planning Plus Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting, and Hyperion Web Analysis Programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting, and Hyperion Web Analysis Programs may only be used to access data from the Hyperion Planning Plus Program. The Oracle Data Integrator for Oracle Business Intelligence Program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus Program. Specifically, the Oracle Essbase Plus Program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus Program and the Aggregate Storage option component of the Oracle Essbase Plus Program may not be used.
- The license for the Hyperion Profitability and Cost Management Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator for Business Intelligence Programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis, and Oracle Data Integrator for Business Intelligence Programs may only be used to access data from the Hyperion Profitability and Cost Management Program. Specifically, the Oracle Essbase Plus Program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Profitability and Cost Management Program and the Aggregate Storage option component of the Oracle Essbase Plus Program may not be used.

If You purchase Named User Plus licenses for the Programs listed below, You must maintain the following user minimums and user maximums:

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
NoSQL Database Enterprise Edition	25 Named Users Plus per Processor
Times Ten In-Memory Database	25 Named Users Plus per Processor
Rib Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
Data Integrator Enterprise Edition	25 Named Users Plus per Processor
GoldenGate	25 Named Users Plus per Processor
GoldenGate for Non Oracle Database	25 Named Users Plus per Processor
GoldenGate for Mainframe	25 Named Users Plus per Processor
GoldenGate Veridata	25 Named Users Plus per Processor
GoldenGate for Teradata Replication Services	25 Named Users Plus per Processor
Data Integrator Enterprise Edition for Oracle Applications	25 Named Users Plus per Processor
GoldenGate for Oracle Applications	25 Named Users Plus per Processor
Endeca Discovery Foundation for Oracle Applications	25 Named Users Plus per Processor

Java SE Advanced	10 Named Users Plus per Processor
Java SE Suite	10 Named Users Plus per Processor
WebLogic Server Standard Edition	10 Named Users Plus per Processor
WebLogic Server Enterprise Edition	10 Named Users Plus per Processor
WebLogic Suite	10 Named Users Plus per Processor
Web Tier	10 Named Users Plus per Processor
Coherence Standard Edition One	10 Named Users Plus per Processor
Coherence Enterprise Edition	10 Named Users Plus per Processor
Coherence Grid Edition	10 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
GlassFish Server	10 Named Users Plus per Processor
Internet Application Server Standard Edition	10 Named Users Plus per Processor
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
API Gateway	10 Named Users Plus per Processor*
BPEL Process Manager	10 Named Users Plus per Processor
WebLogic Integration	10 Named Users Plus per Processor
Service Registry	10 Named Users Plus per Processor
Enterprise Repository	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Managed File Transfer	10 Named Users Plus per Processor
Tuxedo	10 Named Users Plus per Processor
Event Processing	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Unified Business Process Management Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Business Process Management Standard Edition	10 Named Users Plus per Processor
Application Adapters	10 Named Users Plus per Processor
Oracle E-Business Suite Adapter	10 Named Users Plus per Processor
Integration Adapter for SAP R/3	10 Named Users Plus per Processor
Integration Adapter for JD Edwards World	10 Named Users Plus per Processor
Integration Adapter for Siebel	10 Named Users Plus per Processor
Cloud Adapters	10 Named Users Plus per Processor
B2B for RosettaNet	10 Named Users Plus per Processor
B2B for EDI	10 Named Users Plus per Processor
Healthcare Adapter	10 Named Users Plus per Processor
B2B for ebXML	10 Named Users Plus per Processor
WebCenter Suite Plus	10 Named Users Plus per Processor
WebCenter Portal	10 Named Users Plus per Processor
WebCenter Content	10 Named Users Plus per Processor
WebCenter Sites	10 Named Users Plus per Processor
WebCenter Sites Satellite Server	10 Named Users Plus per Processor
WebCenter Universal Content Management	10 Named Users Plus per Processor
WebCenter Imaging	10 Named Users Plus per Processor
WebCenter Forms Recognition	10 Named Users Plus per Processor
WebCenter Enterprise Capture	10 Named Users Plus per Processor
WebCenter Distributed Capture	10 Named Users Plus per Processor
WebCenter Real-Time Collaboration	10 Named Users Plus per Processor
WebCenter Sites Mobile Option	10 Named Users Plus per Processor
Enterprise Identity Services Suite	10 Named Users Plus per Processor
Identity Governance Suite	10 Named Users Plus per Processor
Access Management Suite Plus	10 Named Users Plus per Processor
Entitlements Server	10 Named Users Plus per Processor
Entitlements Server Security Module	10 Named Users Plus per Processor
Beehive Enterprise Collaboration Server	10 Named Users Plus per Processor

*The Named User Plus Minimum does not apply if the Program is installed on a one-processor machine that allows for a maximum of one user per Program.

Program	Named User Plus Maximum
Personal Edition	1 Named User Plus per database
Business Intelligence Standard Edition One	50 Named Users Plus

If licensing by Named User Plus, the number of licenses for the Programs listed below in column A must match the number of licenses of the associated Program listed in column B. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the times the respective Programs were licensed. If licensing by Processor, the number of licenses for the Programs listed below in column A must match the number of licenses of the associated Program listed in column B. In the case where the Programs are licensed at different times, the number of licenses may not match due to variance in core factors between the time the respective Programs were licensed; in that case the number of cores used to determine the number of licensed processors for the Programs listed below in column A must match the number of cores used to determine the number of licensed processors of the associated Program listed in Column B. Associated Programs are those Programs being used in conjunction with the Program in Column A.

Column A	Column B
Database Enterprise Edition Options*- Multitenant, Real Application Clusters, Real Application Clusters One Node, Partitioning, OLAP, Spatial and Graph, Advanced Security, Label Security, Database Vault, Active Data Guard, Real Application Testing, Advanced Compression, Advanced Analytics, Database In-Memory, Retail Data Model, Communications Data Model, Airlines Data Model, Utilities Data Model **Database Enterprise Management***- Diagnostics Pack, Tuning Pack, Database Lifecycle Management Pack, Cloud Management Pack for Oracle Database	Oracle Database Enterprise Edition
RDB Server Options*- TRACE	Rdb Enterprise Edition, CODASYL DBMS
WebLogic Suite Options**- BPEL Process Manager Option, Service Bus, SOA Suite for Oracle Middleware, Unified Business Process Management Suite, WebLogic Coherence Grid Edition Option	WebLogic Suite
WebLogic Server Enterprise Edition and WebLogic Suite Options**- WebLogic Server Multitenant, WebLogic Server Continuous Availability	Associated Application Server Program Being Managed By The Program In Column A
SOA Suite for Oracle Middleware Options- Integration Continuous Availability**	SOA Suite for Oracle Middleware
Application Server Enterprise Management**- WebLogic Server Management Pack Enterprise Edition, SOA Management Pack Enterprise Edition, Cloud Management Pack for Oracle Fusion Middleware, Management Pack for Oracle Data Integrator	Associated Application Server Program Being Managed By The Program In Column A
Management Pack for Oracle Coherence**	Coherence Enterprise Edition, Coherence Grid Edition
Management Pack for Oracle GoldenGate*	GoldenGate, GoldenGate for Non Oracle Database, GoldenGate for Mainframe
Tuxedo Advanced Performance Pack**	Tuxedo
Business Intelligence Server Enterprise Edition Options- Interactive Dashboard Delivers, Answers, Office Plug-in, Reporting and Publishing	Business Intelligence Suite Enterprise Edition
Business Intelligence Suite Enterprise Edition Plus Option- Business Intelligence Management Pack	Business Intelligence Suite Enterprise Edition Plus
Beehive Platform Options- Beehive Messaging, Beehive Team Collaboration, Beehive Synchronous Collaboration,	Beehive Platform

Beehive Voicemail	
Management Pack for Oracle Data Integrator	Data Integrator Enterprise Edition, Data Integrator and Application Adapter for Data Integration, or Oracle Data Integrator Enterprise Edition for Oracle Applications
Hyperion Financial Data Quality Management Options- Hyperion Financial Data Quality Management Adapter for Financial Management, Hyperion Financial Data Quality Management Adapter Suite, Hyperion Financial Data Quality Management Adapter for SAP	Hyperion Financial Data Quality Management Adapter for SAP
Hyperion Financial Data Quality Management for Hyperion Enterprise Option- Hyperion Financial Data Quality Management Enterprise Edition Adapter for Financial Management, Hyperion Financial Data Quality Management – Enterprise Edition Adapter Suite, Hyperion Financial Data Quality Management – Enterprise Edition ERP Source Adapter for SAP	Hyperion Financial Data Quality Management for Hyperion Enterprise

*If licensing by Named User Plus You must maintain, at a minimum, 25 Named Users Plus per Processor per associated Program.

** If licensing by Named User Plus You must maintain, at a minimum, 10 Named Users Plus per Processor per associated Program.

10.4 Licensing Rules for Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at http://oracle.com/contracts.

10.5 Licensing Rules for ATG Applications

- The Oracle ATG Web Commerce Business Intelligence Program and the Oracle ATG Web Commerce Business Intelligence Administrator Program may only be used in conjunction with either the Oracle ATG Web Commerce Program and/or the Oracle ATG Web Knowledge Manager Program. You may, however, expand Your data model to include other information provided the additional information supplements information is already included in the Oracle ATG Web Commerce Program or in the Oracle ATG Knowledge Manager Program.
- The Cognos BI Consumer Bundle is included in the Oracle ATG Web Commerce Business Intelligence Program and is comprised of (a) one (1) reporting engine for anonymous viewers consisting of no more than two (2) processors and four (4) total cores, (b) unlimited anonymous report viewer seat licenses, (c) one (1) Named BI Web Administrator seat license and one (1) Named BI Professional Report Author seat license. Any additional seat licenses must be licensed separately by purchase of Oracle ATG Web Commerce BI Administrator seat licenses at an additional cost and are not included in any enterprise-wide or similar license.

10.6 Licensing Rules for JD Edwards Applications

- The Programs include GNU libgmp library; copyright 1991 Free Software Foundation, Inc. This library is free software that can be modified and redistributed under the terms of the GNU Library General Public License contained in the Programs. The Programs may also contain other third party products.
- Your license for the Program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft/JD Edwards Program table located at http://oracle.com/contracts for additional information.
- The Foundation Program contains the development foundation environment/toolkit. You understand and acknowledge that any software Program developed with the functionality of the development foundation environment/toolkit is subject to the terms and conditions of this agreement. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer Programs generated by You utilizing the development tools included in the Programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE,

10.7 Licensing Rules for Oracle E-Business Suite Applications

- The option Activity Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Field Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Marketing Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Sales Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program
- The option Activity Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Field Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Marketing Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Privacy Management Policy Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Sales Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.

10.8 Licensing Rules for Oracle Hospitality Cruise Applications

- The Oracle Hospitality Data Foundation for Cruise Program may only be used with Oracle Hospitality Cruise Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is allowed via the Oracle Hospitality Cruise Interface Programs only. You may not add new schemas or unsupported applications.

10.9 Licensing Rules for Oracle Hospitality Food and Beverage Applications

- The Oracle Hospitality Technology Foundation for Food and Beverage Program may only be used with the Oracle Hospitality Symphony Point-of-Sale, Oracle Hospitality Symphony Transaction Services, Oracle Hospitality Symphony First Edition Point-of-Sale, Oracle Hospitality Symphony First Edition Transaction Services, Oracle Hospitality Reporting and Analytics, and Oracle Hospitality 9700 Foundation Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is allowed via the Oracle Hospitality Interface Programs only. You may not add new schemas or unsupported applications.
- For the Oracle XBRi Loss Prevention for Food and Beverage Program, You acknowledge that there are MicroStrategy, Inc. products (the "MicroStrategy Products") included with that Program and the MicroStrategy Products are subject to the following terms and conditions.

All terms and conditions of the order under which You license the Oracle XBRi Loss Prevention for Food and Beverage Program (the "Order") that are not expressly modified, supplemented, or deleted by these terms shall remain in force but these terms shall supersede any contradictory terms or conditions in the Order.

a. You acknowledge that the Oracle XBRi Loss Prevention for Food and Beverage Program contains copyrighted and proprietary products and materials of MicroStrategy, Inc., which are obtained under a license from MicroStrategy, Inc.
b. Your use of the MicroStrategy Products is restricted solely to use in combination with the Oracle XBRi Loss Prevention for Food and Beverage Program as included therein and limited to the number of named user licenses purchased on the Order.
c. You are prohibited from changing or expanding the data models and You are limited to accessing data only from the data models provided by Oracle.
d. You are expressly prohibited from reverse engineering, disassembling, or decompiling the MicroStrategy Products.
e. You acknowledge that You are being granted a sublicense to the MicroStrategy Products only, and in no event shall any title or ownership to the MicroStrategy Products pass or transfer to You.

f. Oracle and MicroStrategy disclaim any warranty of any kind directly to You for the MicroStrategy Products, including a warranty of performance, merchantability, fitness for a particular purpose, title, and non-infringement. ORACLE DOES NOT GUARANTEE THAT THE MICROSTRATEGY PRODUCTS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE OR MICROSTRATEGY CAN OR WILL CORRECT ALL PROGRAM ERRORS. ORACLE DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ORACLE AND MICROSTRATEGY'S LIABILITY FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, OR CONSQUENTIAL, AND ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE, ARISING FROM THE USE OF THE MICROSTRATEGY PRODUCTS OR ARISING IN CONNECTION WITH THE ORDER.
g. You are expressly prohibited from written and oral disclosure to any third party of any result of any benchmark tests.
h. If You export the MicroStrategy Products, You are required to comply fully with all relevant export laws and regulations of the United States to ensure that neither the MicroStrategy Products nor any direct product thereof, are exported, directly or indirectly, in violation of United States law.
i. You are expressly prohibited from using the MicroStrategy Products in any manner that violates any individual's privacy right under the applicable law.
j. You acknowledge that Oracle shall have the right to provide to MicroStrategy any personal data provided by You in order for Oracle or MicroStrategy to fulfill its respective obligations hereunder, and that MicroStrategy has the right to export certain personal data outside the European Union to any country in the European Union and/or the United States; provided the processing and export of such personal data shall be carried out in compliance with the applicable law relating to data protection. You have the right to consult, amend, cancel, or oppose processing and/or export of Your personal data.
k. In addition to Oracle's audit rights under the Master Agreement, upon Oracle's request; You agree to run a license manager report utilizing the license manager functionality included in any MicroStrategy products. You shall provide Oracle with a license manager report within ten (10) days of receiving a request from Oracle. You understand and agree that Oracle may share license manager report(s) with MicroStrategy.

10.10 Licensing Rules for Oracle Hospitality Hotels Applications

- The Oracle Hospitality OPERA 5 Property Standard Program is limited to 55 functions as defined in the Program Documentation.
- The Oracle Hospitality OPERA 5 Property Lite Program is limited to 30 functions as defined in the Program Documentation.
- The following Programs may only be used with the Oracle Hospitality OPERA Programs: Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Premium, Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Standard, Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Lite and Oracle Hospitality Technology Foundation for Hotel Central Office Systems. New reports or customizations of the included reports are allowed. Integration to third party systems is allowed via the Oracle Hospitality Interface Programs only. You may not add new schemas or unsupported applications.

The number of licenses for the Oracle Hospitality Hotels Programs listed below in column A must match the number of licenses of the associated Oracle Hospitality Hotels Program listed in column B.

Column A	Column B
Oracle Hospitality OPERA Property Add-on Modules- Oracle Hospitality OPERA Mobile, Oracle Hospitality Multiproperty Cross Profiles and Configurations, Oracle Hospitality OPERA Multiproperty Cross Reservation, Oracle Hospitality OPERA Multiproperty Cross Postings, Oracle Hospitality OPERA Commission Handling, Oracle Hospitality OPERA Membership for Frequent Guest and Flyer, Oracle Hospitality OPERA Web Self Service, Oracle Hospitality OPERA Campaign Management	Oracle Hospitality OPERA Property Premium, Oracle Hospitality OPERA Property Standard, OR Oracle Hospitality OPERA Property Lite
Oracle Hospitality OPERA Sales and Catering Add- Ons for Hotels – Oracle Hospitality OPERA Sales and Catering for Hotels – Multi-Property Base, Oracle Hospitality OPERA Sales and Catering for Hotels – Multiproperty Group Room Control and	Oracle Hospitality OPERA Sales and Catering Premium OR Oracle Hospitality OPERA Sales and Catering Standard

Function Diary, Oracle Hospitality OPERA Sales and Catering Account Management	
Oracle Hospitality OPERA Sales and Catering for Conference Centers – Oracle Hospitality OPERA Sales and Catering for Conference Centers - Multiproperty Base, Oracle Hospitality OPERA Sales and Catering for Conference Centers - Multiproperty Group Room Control and Function Diary, Oracle Hospitality OPERA Sales and Catering Account Management for Conference Centers	Oracle Hospitality OPERA Sales and Catering Base for Conference Centers

10.11 Licensing Rules for PeopleSoft Applications

- Your license for the Program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards http://oracle.com/contracts for additional information.
- The Programs listed below include a license to use Business Analysis Modeler – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft Programs You have licensed. Oracle will deliver this Program to You per the delivery terms in Your order. Integrated FieldService, Marketing, Mobile Sales, Online Marketing, Order Capture, Order Capture Self Service, Sales, Support for Customer SelfService.
- Your use of the Campus Self Service Program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at http://oracle.com/contracts.
- PeopleTools - Enterprise Development shall be used solely to develop applications for Your internal data processing operations. In no event shall You market or distribute such applications. Notwithstanding anything to the contrary, You shall not have the right to use the functionality currently referred to as Verity search engine provided as part of this Program for the purpose of developing applications.
- Each PeopleTools - Enterprise Development Starter Kit Program shall be used solely by 5 application users to develop applications containing no more than a total of 20 components (as defined in the Program Documentation) for Your internal data processing operations. In no event shall You market or distribute such applications. Notwithstanding anything to the contrary, You shall not have the right to use the functionality currently referred to as Verity search engine provided as part of this Program for the purpose of developing applications.
- You may use PeopleTools – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft Enterprise Programs You have licensed. Oracle will deliver this Program to You per the delivery terms in Your order.
- The Process Modeler Client Program may only be used with PeopleSoft Enterprise or JD Edwards EnterpriseOne Programs You have licensed from Oracle. You shall not use this Program with any other software.
- The license for the Student Administration Program includes a limited use license for the Human Resources, Benefits Administration, and the Payroll for North America Programs. Such limited use license means that the Human Resources, Benefits Administration, and the Payroll for North America Software modules shall only be used in order to access the features and functions of the Student Administration Program. Your use of the Student Administration Program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at http://oracle.com/contracts.

10.12 Licensing Rules for Primavera Applications

- For the purposes of the following Primavera Programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, You acknowledge that You have both read and understand the limited Software Update License & Support services that are available for these Programs, as described in Oracle's Technical Support Policies.
- For purposes of the Primavera SureTrak and Primavera P3 Project Planner Programs, You acknowledge that the agreement delivered to You with these Programs, and not the end user license agreement contained in the product installation, governs the end user's use of these Programs.
- For the purposes of the following Programs: Primavera P6 Enterprise Project Portfolio Management and Primavera P6 Enterprise Project Portfolio Management Web Services, developers and/or users (i) who are not already licensed for the Primavera P6 Enterprise Project
- Portfolio Management Program and (ii) who access (including through Access Points) applications must be licensed for the Primavera P6 Enterprise Project Portfolio Management Web Services Program. "Access Points" includes, but is not limited to, third party, Oracle, or custom versions of the following: interfaces, API's, web services, and database links.
- For the purposes of the following Programs: Primavera Contract Management Web Services and Primavera Contract Management, developers and/or users (i) who are not already licensed for the Primavera Contract Management Program

and (ii) who access (including through Access Points) applications, must be licensed for the Primavera Contract Management Web Services Program. "Access Points" includes, but is not limited to, third party, Oracle, or custom versions of the following: interfaces, API's, web services, and database links.

10.13 Licensing Rules for Retail Programs

- The Oracle Retail Technology Foundation for Store Applications Program may only be used with the Oracle Retail Point of Service Program, the Oracle Retail Back Office Program, the Oracle Retail XStore Point of Service Program, and the Oracle Retail XStore Office Program. Any use of the Oracle Retail Technology Foundation for Store Applications Program by other Oracle Programs or third party programs is not permitted.

10.14 Licensing Rules for Siebel Applications

- For the Siebel Branch Teller Services Program, Siebel Internet Banking Services Program, Siebel Retail Finance Foundation Services Program and the Siebel Financial Transactions Workbench Program, You may use third party tools to (a) create materials or (b) modify the materials identified as Sample Screen Code and Process Templates in the Program Documentation, all in accordance with the Program Documentation, and provided that such materials or modified materials shall be used solely with Your licensed use of such Programs. You shall not limit in any way Oracle's right to develop, use, license, create derivative works of, or otherwise freely exploit the Programs, ancillary Programs, Program Documentation, or any other materials provided by Oracle, or to permit third parties to do so.
- The Siebel Details Program includes a license for 20 Concurrent Users that authorizes You to use the Program on only one Computer for a maximum of 20 Concurrent Users at any given time.
- The Siebel Marketing Server Program is licensed on a Computer basis together with the number of unique Customer Records that You may access using the Program. The Siebel Pharma Marketing Server is licensed on the basis of the number of unique Customer Records that You may access using the Program together with the number of Brands that You may manage using the Program.
- The Siebel Pricing Claims Server-Up to 20 Application Users is licensed on a Computer basis with a limitation on the number of Application Users.
- The users or processors of the Siebel Web Channel Program may access a maximum of 15 Objects. An "Object" is defined as each data entity within the Business Object Layer of the Programs that is defined in the Siebel Tools Program.
- The Siebel Data Quality License may only be used with Oracle Master Data Management or Oracle CRM deployments.

10.15 Licensing Rules for Programs Licensed per UPK Module

- Oracle grants to You a non-exclusive, nontransferable license for Your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") Programs licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for Employee and/or Application Users to use the underlying Programs for Your benefit; (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to Employees and/or Application Users to use the underlying Programs for Your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in this agreement, provided all copyright notices are reproduced as provided on the original. You represent and warrant that You have a valid license for the underlying Program(s). You are prohibited from reselling or distributing the UPK content to any other party or using the UPK content other than as explicitly permitted in this agreement. Oracle represents that the UPK content and any content created by You using the UPK content contains valuable proprietary information. Oracle retains title to all portions of the UPK content and any copies thereof. You shall use UPK content modifications created by You solely for Your internal use in accordance with the terms of this agreement. You may provide access to and use of the UPK content only to those third parties that are licensed as Application Users and that: (a) provide services to You concerning Your use of the UPK content; (b) have a need to use and access the UPK content; and (c) have agreed to substantially similar non-disclosure obligations imposed by You as those contained in this agreement. Application and Employee User(s) of UPK Programs may view and interact with simulations and documentation but may not create or modify simulations or documentation.

10.16 Licensing Rules for MySQL Programs

- The MySQL Programs may contain third party technology. Oracle may provide certain notices to You in Program Documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to You either under the terms of the agreement, or if specified in the Program Documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the

agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement.

ORDERING DOCUMENT #1

In order to implement and support the EPS System for the State, CherryRoad will purchase on behalf of the State the Oracle Programs listed in the Cost Proposal (Appendix L). The costs of the Programs and the Support Services will be incorporated into the costs of the Deliverables and Services contained in the Cost Proposal (Appendix L) and the State will not be charged any additional stand-alone costs for the Programs or Support Services contained in this Ordering Document. During the term of the Contract, the State shall be granted the license for the use of Programs as described in Section 2 above except that such license shall not be perpetual in nature until such time that the Contract expires or is terminated and CherryRoad is paid in full for all Deliverables and Services completed prior to the date of termination or expiration. Upon the termination or expiration of the Contract and payment in full to CherryRoad for all Deliverables and Services completed prior to the date of termination, CherryRoad shall grant the State a perpetual license to use the programs as stated in Section 2 above. Additionally, the following shall apply:

- Expansions in employee counts or other metrics will require the purchase of additional licensing and associated increase in Technical Support costs. Reductions in employee counts or other metrics will not result in a decrease in the license or Technical Support costs. No general price reductions will be applied.
- Documentation will be provided as described in accordance with Oracle's then current Technical Support guidelines. No other Documentation related to the Programs will be provided.
- The M&O and Hosting Services require the State to continue to purchase Technical Support during the Contract term. The costs of the Technical Support are embedded in the costs for the M&O and Hosting Services contained in the Cost Proposal (Appendix L) and CherryRoad shall purchase the Technical Support at no additional cost to the State during the term of the Contract. Upon expiration or termination of the Contract, the State can either continue to purchase the Technical Support from CherryRoad, purchase the Technical Support from Oracle directly, purchase the Technical Support from another third party or elect not to purchase Technical Support.
- The Deliverable and Service payments contained in Cost Proposal (Appendix L) include an embedded payment for the Programs. Any changes to the Deliverable or Service payments will require the mutual written agreement of both the State and CherryRoad.
- The Programs listed in the Cost Proposal (Appendix L) are the only Programs being provided under this Order and do not include all Programs that may be needed to provide the the Optional Services listed in the Cost Proposal (Appendix L). Such additional Programs may be added in a subsequent Ordering Document with pricing being based on then current pricing.
- During the term of the Contract, the cost for the source code escrow of the programs is embedded in the costs for the M&O and Hosting Services contained in the Cost Proposal (Appendix L). Upon the expiration or termination of the Contract, the State will need to pay for the escrow directly with Oracle or a third party. CherryRoad will provide the State with assistance in transitioning the escrow in such an event.

EXPLANATION OF CHERRYROAD POSITION ON TWO CONTRACT TERMS

Item 1- Indemnification/Liability

Explanation: The State's desired construction of the limitation of liability provision excludes CherryRoad's indemnification obligations, which is fairly common when indemnification obligations are limited to third party claims and exclude the acts or omissions of the client. However, the State's desired Indemnification provision is not limited to third party claims and does not explicitly and clearly exclude our liability for the acts or omissions of the State and its agents. By not limiting the indemnification to third party claims, the State is exposing CherryRoad to unlimited liability and consequential damages for breach of contract claims (specifically items c, h, and j). The potential damages from these indemnification obligations as envisioned by the State are not industry standard, unquantifiable, beyond the limits of insurance, beyond our reasonable control, not subject to defenses, and beyond any reasonable ability to establish adequate reserves to cover. Therefore, our auditors have stated that they will likely issue a going concern opinion if we move forward with the Contract as written. The ramification of such an opinion would make it problematic to secure the financing necessary to perform the contract. It should be noted that our auditors have also stated that this determination was arrived at using generally accepted accounting principles and would be applied generally to any audited entity, not specifically to CherryRoad. With this being the case, we respectfully request that the State change the contract language as identified below. This will allow offerors to quantify the risk and adequately insure against it while still providing the State with an industry standard level of indemnification and risk shifting. The State maintains its ability to pursue first party claims as traditional breach of contract claims.

Requested Changes to Exhibit 6 Section 8 Indemnification

8.1 Indemnification by Contractor. In addition to, and not by way of limitation of, the provisions of Sections 7 and 8 of the General Conditions, Contractor shall indemnify, defend, save and hold harmless State and its officers, authorized representatives, employees, agents, successors and permitted assigns (collectively, the "**State Indemnified Persons**") from any and all Losses to the extent arising from, in connection with, as a result of, caused by, or based on, any allegations, actions, demands or claims, by a third party (except for any allegations, actions, demands or claims arising from, in connection with, as a result of, caused by, or based on ~~allegations, actions, demands or claims by Contractor directly against the State for the negligent~~ acts or omissions or willful misconduct of the State Indemnified Persons) ~~State~~:

> (b) of any hacks with respect to, or attacks on, the State IT Environment, State Property or any State Information (whether or not hosted at the State IT Environment) by one or more of the Contractor Personnel or the willful interference with State's information technology operations by one or more of the Contractor Personnel during their employment or retention or engagement (or thereafter using the knowledge obtained during their employment, retention or engagement) by Contractor, a Contractor Assisting Entity and/or any other party assisting in the performance or the support of the Services or provision of any Deliverable or Work Product, in performing or assisting in the

performance or support of the Services or the provision of the Deliverables and/or Work Product;

(c) resulting from the negligent actions or omissions of Contractor, a Contractor Assisting Entity or any party
performing or assisting in the performance of the Services and/or willful misconduct, fraud or negligence by any of the foregoing entities;

(d) relating to the death or bodily injury of any agent, employee, invitee, visitor or other person caused by the tortious conduct of one or more of the Contractor or Contractor Assisting Entities arising from, in connection with, as a result of, caused by or based on the Contractor's or any Contractor Assisting Entity's (or any party performing or assisting in the) performance of or omission in the performance of, the Services;

(e) relating to the damage, loss or destruction of any property caused by the conduct of Contractor, a Contractor Assisting Entity or any party performing or assisting in the performance of the Services or provision of the Deliverables and/or Work Product;

(g) that the performance of Services or except for Third party Software that is subject to a license agreement in Attachment 16 and that provides in that license agreement a substantially similar indemnity for the State as described in Section 8.1(g), provision of the Contractor Technology,
Deliverables and/or Work Product (including, for avoidance of doubt, as performed in whole or in part by one or more Contractor Assisting Entities, or any party performing or assisting in the performance of the Services or provision of the Deliverables) and/or the Service or Contractor Technology, Deliverables and/or Work Product, infringes, misappropriates or otherwise violates any Intellectual Property Right, confidentiality right, privacy right, database right or other proprietary right of any third party

(h) that no part of the Deliverables, Work Product, Services or EPS Service IT Environment is State IT Environment Incompatible;

(i) as set forth in Section 2.7; and/or

(j) based on, any hacks with respect to, or attacks on, the State IT Environment, State Property or any State Information (whether or not hosted at the State IT Environment or at State) or other data breaches or confidentiality breaches directly or indirectly arising from, in connection with, as a result of, or based on, the EPS System.

Requested Changes to Exhibit 5 - Sections 7 Indemnification and Defense

The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and claims, suits, and demands therefor, asserted in third party claims, except claims, suits, and demands by the CONTRACTOR directly against the State for the negligent acts or omissions or willful misconduct of the State, to the extent arising out of or resulting from the negligent acts or omissions or willful misconduct of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.

Item 2 – Exhibit 6, Section 13.1 (f)

Explanation: As discussed at the onsite meeting the refund provisions in this section pose a significant revenue recognition issue. As desired by the State, this provision could trigger a full refund of all amounts paid for the EPS at any point during the eight year term of the contract. Similar to the above, our auditors have stated that the uncertainty surrounding a potential full refund during the entire eight year term would require them to disallow the recognition of all revenue under the contract until the end of the contract term and likely issue a qualified audit opinion due to the fact that expenses would be incurred for eight years without offsetting revenues, in violation of the matching principle. The impact of this qualified opinion on our ability to finance the project would be similar to that described above and similarly would apply to all offerors. Therefore, we request the changes identified below which will allow the State to have a limited right of refund for Deliverables during the implementation phase, in addition to all of its other rights in the event of a breach of contract, while allowing for CherryRoad to continue to operate in accordance with generally accepted accounting principles.

Suggested Changes to Exhibit 6 Section 13.1 (f)

Termination for Rejection of Deliverables. If Contractor is unable to correct Defects and Problems in a Deliverable as set forth in Appendix E – 1, Implementation Services Requirements and ~~or Service~~ pursuant to Exhibit 6, State shall have the right to immediately terminate this Contract, in whole or in part, immediately or at such other time indicated in a notice of termination without penalty or liability to State, with such a termination being deemed a termination due to the material breach of Contractor hereunder, and return the rejected Deliverable, if applicable, to Contractor, and the two other Deliverables which received Acceptance immediately prior to the State's rejection of the rejected Deliverable if in State's judgment the two other Deliverables ~~that~~ lack value to the State. If State terminates this Contract under this Section, and returns the rejected Deliverable, Contractor shall, within 20 calendar days thereafter, refund to State all payments made to Contractor for the returned rejected Deliverable ~~and Services rendered therefore~~ and the two other Deliverables that in State's judgment, in whole or in part that lack value to the State and that are returned to Contractor.

Attachment 17: CherryRoad Background

CherryRoad Technologies Inc. provides comprehensive systems implementations, integrations, upgrades, and consulting services that maximize ERP system performance for the public and commercial sectors. For three decades, CherryRoad has earned a solid reputation for combining our technological, organizational, functional, and vertical market expertise into practical solutions that deliver results, specifically with Oracle's PeopleSoft applications. Our flexible approach and methodologies enable us to structure engagements that best meet our clients' specific needs.

We are particularly proud of our high customer retention rate. When asked why they keep returning, a common thread ran through all our clients' responses – it all comes down to CherryRoad's people. We only employ seasoned professionals who stay focused on our clients' business issues and consistently perform to exceed their expectations. We do what it takes to get the job done – on-time and on-budget.

Key Services	
Enterprise Solutions	Strategy assessments, enterprise application integration, software implementations, upgrades, training, and production support for Oracle Enterprise Resource Planning (ERP) PeopleSoft, E-Business, and Cloud suites.
Oracle Fusion Implementation Services	Dedicated certified team to provide best practice implementations and guidance for net new adoption, co-existence, or migration from existing systems.
Cloud Services	Application hosting services for the entire technology stack including physical infrastructure, security network, communications infrastructure, hardware, operating systems, database, and disaster recovery in our world-class data centers.
Application Support Services	Oracle application on-site and remote functional and technical support services backed by 24x7 help desk support.
Management Consulting	Strategy/Visioning, Change Management, Software Selection, and Business Process Optimization services.
Enterprise Architecture	Current and future state architecture definitions, future state roadmap development, and overall information technology (IT) and IT strategy assessment services.
Business Intelligence	Proactive intelligence, real-time predictive analytics, and scalable solutions that are enterprise-wide or local to one division, department, or project.

Office Locations

Headquartered in Morris Plains, NJ, CherryRoad has additional offices in Boca Raton, FL; Chicago, IL; and Sacramento, CA. We employ 175 full-time consultants who manage concurrent projects nationwide.

Steady Growth

CherryRoad's financial strength is demonstrated by our consistent stability and growth. In 2015, we acquired the Oracle practice, including the E-Business and Cloud activities, of Strategic Information Solutions, Inc. (SIS). This purchase was preceded by our acquisition in 2009 of the Oracle PeopleSoft practice of Towers Watson, a global provider of HR consultancy services, and our 2010 acquisition of

the Maximus ERP Solutions Division, a top provider of PeopleSoft implementation services at the state level.

CherryRoad has a stable management team charting its course. The firm's founders and original executive management team are actively involved in the day-to-day management of the business.

Best Diversity Company Award Winner

CherryRoad was recently voted by the readers of *Diversity/Careers in Engineering & Information Technology Magazine* as a 2014 "Best Diversity Company" in recognition of our support of minorities, women, veterans, attention to work/life balance, and commitment to diversity.

Oracle Partnership Status and PeopleSoft Certification

CherryRoad has been implementing and optimizing Oracle's PeopleSoft solutions since 1992. Our proven expertise spans more than 500 successful engagements in a variety of public sector and commercial markets.

CherryRoad is an Oracle certified Platinum Partner with 90 percent of our consultants certified in PeopleSoft. As such, CherryRoad continues to demonstrate expertise across key Oracle solution areas, having achieved specializations in PeopleSoft Financial Management, PeopleSoft Human Capital Management, PeopleTools, Oracle DBA, and Public Sector. Specializations are awarded through competency development, business results, demonstrated expertise, and proven success. Specialized partners are preferred by Oracle customers.

CherryRoad has a long history of PeopleSoft expertise, a deep understanding of people and processes, a proven implementation methodology, and a continually trained team of highly skilled consultants. This winning combination enables us to deliver solid PeopleSoft solutions for maximizing enterprise performance.

Oracle Award Winner for PeopleSoft Solution of the Year

Oracle's North America Titan Awards recognize partner companies for their excellence in solving real-world customer challenges and for their development and deployment of Oracle technology.

CherryRoad is proud to be distinguished in the **Oracle PeopleSoft Enterprise** category for our achievement in delivering an outstanding solution which exemplifies our ability to develop and implement best practices that drive business and produce exceptional customer value.

How Our Customers Benefit from Our Partnership with Oracle

As an **Oracle Platinum Partner**, we maintain excellent relationships with Oracle. We act as our clients' advocate to Oracle whether it is to escalate issues within the global support network, work with the product development and industry business unit for product enhancements, or resolve general

contractual issues with the sales and legal organizations of Oracle. We commit that our account executive and assigned consultants will provide this same level of partnership and service to Hawaii.

CherryRoad's PeopleSoft Expertise

Version 9.2 Experience

CherryRoad was honored to be part of the Oracle PeopleSoft version 9.2 Early Adopter Program, which provided select partners the ability to test and report issues to Oracle before PeopleSoft 9.2 was released. In addition, this gave us the opportunity to train internal staff on new functionality and Oracle roadmap initiatives.

We are also proud to report that as a result of CherryRoad's partnership with Oracle, our client, the City of Albuquerque, NM, was selected to participate in Oracle's 9.2 Early Adopter Program. The City, CherryRoad, and Oracle are collaborating closely during the project in order to leverage the best practices built into 9.2.

We currently have 20 public sector version 9.2 implementations/upgrades underway:

Public Sector 9.2 Clients	Projects
City of Albuquerque, NM	Financials and HCM Upgrade
City of Cambridge, MA	Financials and HCM Upgrade
City of Glendale, AZ	HCM Upgrade
City and County of San Francisco, CA	HCM Upgrade
City of San Jose, CA	HCM Upgrade
City of Seattle, WA	Reimplementation
Contra Costa County, CA	HCM Upgrade
Georgia State Financing and Investment Commission	Financials Upgrade
Kern High School District, CA	Financials and HCM Remediation
Milton Hershey School, PA	Financials and HCM Implementation
Newark Public Schools, NJ	HCM Upgrade
New Jersey Turnpike Authority	HCM Upgrade
Rockland County, NY	Financials and HCM Upgrade
Salt Lake County, UT	Financials and HCM Implementation
San Diego County Office of Education, CA	Financials and HCM Implementation
Solano County, CA	HCM Upgrade
South Carolina Ports Authority	HCM Upgrade
State of Delaware, Office of Pensions	HCM Upgrade
State of New Mexico	Financials and HCM Upgrade

Public Sector 9.2 Clients	Projects
State of North Dakota	E-Candidate Gateway and Recruiting Solutions Implementation

CherryRoad currently has three private sector version 9.2 engagements in progress:

Private Sector 9.2 Clients	Projects
Daimler AG	HCM Fit/Gap
Fox Corporation	HCM Upgrade
Price Chopper	Financials and HCM Fit/Gap

Hands-On PeopleSoft Experience

CherryRoad's history of contributions to PeopleSoft includes our invitation-only participation in acceptance testing of PeopleSoft applications. Our PeopleSoft activities since then have included providing on-site and off-site product demonstrations, infrastructure planning, new module benefit reviews, upgrade project planning, upgrade execution, customization retrofit, workflow, and Self-Service development.

Leveraging the open architecture and application messaging capabilities of PeopleSoft, CherryRoad has effectively integrated back-end PeopleSoft financial and human resource data with leading portal, CRM, marketplace, and procurement systems. We have developed adapters to manage integration needs through leading EAI message brokering systems to handle intelligent data routing, manipulation, and transmission across systems.

History of Delivering Solutions

CherryRoad has significant experience in delivering quality services for PeopleSoft projects in the public sector. **Currently, 90 percent of our engagements are in the public sector**, including those for state and local governments and educational institutions. We have successfully managed fixed-cost engagements for full implementations as well as upgrades.

Skilled Resources

CherryRoad's consultants possess a full range of skill sets in ERP, Management Consulting, and Enterprise Architecture. Through the integration of several packaged applications, we continue to leverage our upgrade experience with prior PeopleSoft application releases, and have significant experience in deploying Self-Service capabilities. In addition, our ERP consulting team has received extensive training in prevalent Internet technologies, including HTML, C++, Java, JavaScript, and XML.

CherryRoad's internal training includes comprehensive PeopleSoft courses that encompass Application and PeopleTools Deltas, PeopleCode (including object-oriented programming), Application Engine, Data Management and Integration Tools, and Upgrade Management.

We have gained valuable experience in sizing and deploying the required PeopleSoft infrastructure, installing the software, upgrading existing databases, retrofitting customizations, and refining our upgrade services and methodologies. We apply numerous application and PeopleTools bundles and upgrades to keep our Support Center environment current with the latest releases.

Our Understanding of and Commitment to the Public Sector

CherryRoad's experience in the public sector is particularly strong and comprises 90 percent of our revenue. We understand the unique issues and challenges that public agencies face. Technology is advancing at a rapid pace, qualified labor resources are more difficult to find and retain, budget pressures grow, and government oversight and regulations continue to increase. These factors, combined with a heightened demand for services by constituents, make consistent management and standardized processes a challenge to achieve. CherryRoad is the solution. Our Enterprise Solutions team is comprised of experienced professionals from both the business world and public sector.

We have developed a consulting philosophy that is rare to this industry. We adopt our clients' goals and objectives, focus on delivering value, and treat our customers as partners. At CherryRoad, we pride ourselves in completing engagements on or ahead of schedule. We work with our clients to set timelines, schedules, expectations, and develop a mutually beneficial communication plan. We have performed over 500 engagements for many large and small organizations.

Our client list includes the following entities.

CherryRoad's Public Sector Clients –Representative List		
State Government	• State of California • State of Connecticut • State of Delaware • State of Georgia • State of Indiana • State of Minnesota • State of Montana	• State of New Mexico • State of New York • State of North Dakota • State of Ohio • State of Oklahoma • State of Tennessee • State of Vermont
County Government	• Chester County, PA • Contra Costa County, CA • Denver, CO • Frederick County, MD • Hennepin County, MN • King County, WA • Lancaster County, PA • Los Angeles County Community Development Commission (LACDC), CA • Lucas County, OH • Miami-Dade County, FL	• Napa, County of, CA • Niagara County, NY • Ramsey County, MN • Riverside County, CA • Rockland County, NY • Salt Lake County, UT • San Diego County, CA • San Francisco, CA • Solano County, CA • Tuolumne County, CA • Washington County, MD • Wayne County, MI

CherryRoad's Public Sector Clients –Representative List		
City Government	• Akron, OH • Albuquerque, NM • Anchorage, AK • Aspen, CO • Cambridge, MA • Cleveland, OH • Costa Mesa, CA • Denver, CO • Des Moines, IA • District of Columbia • El Paso, TX • Escondido, CA • Eugene, OR • Fresno, CA • Glendale, AZ • Glendale, CA	• Kansas City, MO • Los Angeles, CA • Norfolk, VA • Ontario, CA • Pasadena, CA • Peoria, AZ • Phoenix, AZ • Raleigh, NC • Sacramento, CA • San Diego, CA • San Francisco, CA • San Jose, CA • Santa Monica, CA • Seattle, WA • Tempe, AZ
Public Entities	• AC Transit (Alameda-Contra Costa Transit District), CA • Bay Area Rapid Transit, CA • Benton County Public Utility District, WA • Broward Sheriff's Office, FL • Chelan County Public Utility District, WA • Cleveland Department of Public Utilities, OH • Delaware Transit Corporation • Des Moines Water Works, IA • East Bay Municipal Utility District, CA • Glendale, City of, Water and Power Department, CA • Gray's Harbor Public Utility District, WA • Hampton Roads Transit, VA • Massachusetts Port Authority (Massport) • Metro-North Railroad, NY • Metropolitan Council, Saint Paul, MN • Metropolitan Transportation Authority, NY • Metropolitan Water District of Southern California • Miami-Dade Aviation Department, FL • Miami-Dade Water and Sewer Department, FL • New Jersey Turnpike Authority • Philadelphia Housing Authority, PA • Portland Metro, OR • Port of Seattle, WA • San Diego County Water Authority, CA	

CherryRoad's Public Sector Clients –Representative List	
K – 12 Organizations	• Chicago Public Schools, IL • Horry County Schools, SC • Jeffco Public Schools, CO • Kansas City, Missouri School District • Newark Public Schools, NJ • Pittsburgh Public Schools, PA • Portland Public Schools, OR • Rochester City School District, NY • San Diego County Office of Education, CA • San Francisco Unified School District, CA • Toledo Public Schools, OH
Higher Education	• California State University • California State University, Northridge • Clemson University • Cornell University, NY • DePaul University, IL • Grand Rapids Community College, MI • Harvard University, MA • Lone Star College System • New York University • North Dakota University System • Northern Arizona University • Oregon Graduate Institute • Santa Clara University, CA • University of Delaware

CherryRoad's clients can attest to our ability to complete complex, multiple module, and project suite implementations on-time and on-budget.

CherryRoad Differentiators

The following attributes distinguish CherryRoad from amongst our peers in the marketplace.

- Our core business is PeopleSoft
- We are an employee-based company
- We are the Oracle North America Titan Award Winner for a PeopleSoft Solution
- We have achieved Oracle Platinum Partner status
- Our project managers are PMP® Certified
- Named "Best Diversity Company" in *Diversity/Careers in Engineering & Information Technology Magazine* reader poll.
- Our company has built a legacy of client satisfaction
- We are agile; we react quickly and are more flexible than larger organizations
- Our consultants' collective experience ensures project success
- CherryRoad consultants have, on average, 10+ years of PeopleSoft experience

Projects Begun by Other Implementers and Completed by CherryRoad

CherryRoad has been successful in completing or enhancing the following PeopleSoft implementations begun by other PeopleSoft certified implementers.

- Atlantic Health, NJ
- Contra Costa County, CA
- Costa Mesa, City of, CA
- Delaware Transit Corporation
- Horry County Schools, SC
- Memorial Hospital and Health System, IN
- Minnesota, State of
- Newark Public Schools, NJ
- Niagara County, NY
- Publicis Groupe
- Rochester City School District, NY
- Saint Barnabas Health Care System, NJ
- University of Delaware

High Client Satisfaction

CherryRoad has successfully partnered with its clients on more than 500 engagements. Our business philosophy is to deliver world-class consulting services, on-time and within budget to every client. We work closely with our clients to understand their business needs and mitigate project risk. We approach every project as a partnership, working side-by-side with our clients to transfer knowledge and guide the project through to a successful completion. Our clients tell us they appreciate CherryRoad's delivery of practical IT solutions that work, consistently competent people, deep knowledge of business and IT, and our passion for understanding and satisfying their specific needs.

We have a strong record of client satisfaction, and our clients repeatedly serve as references for us. Today, a high percentage of our business comes from recurring business and word-of-mouth referrals.

Value-Added Services – Management Consulting

CherryRoad's comprehensive design, development, and implementation services reshape business processes. Our Management Consulting team can advise you on a specific business issue or problem, benchmark your organization against competitors, and set a winning vision for your organization. These services include the following.

Management Consulting	A variety of services directed at solving any customer challenge. These can draw on skill sets including project/program management, change management, business/performance measurement, process evaluation, improvement, and redesign; strategy; facilitation; training, and requirements definition.
Strategy Development Services	Visioning and strategy work for customer-facing functions/products as well as back office processes. This work formulates long-term strategic vision that is aligned with the client's goals and objectives, and establishes the approach (including initiatives) to get there.
Business Process Assessment and Redesign	The evaluation of business processes and definition of future vision using our award-winning methodologies and our visioning process. This service delivers detailed, actionable recommendations based upon the client's specific goals and objectives as well as best practices. It builds a foundation that prepares the client to streamline processes, significantly improve productivity, eliminate low-value work, and position staff to maximize the return on your technology investments.
Performance Management	Development of business and performance measures that are focused on assessing a process' or function's activity or performance. These measurements establish a benchmark for internal improvement and comparison against industry peers and competitors.
Change Management	Change Management offers a disciplined approach to identifying and managing the individuals and groups that are impacted by significant process, organizational, or technology change. We develop strategies and tactical steps to properly communicate, educate, and train the individuals and the organization as a whole to adapt and succeed in the desired new environment.
Technology Assessment Services	These software evaluations are broader and take a big-picture approach. They combine our standard software evaluation with a business assessment of the associated processes. This approach enables us to define requirements not just for today's environment, but for the desired environment over the next five to 10 years, and prepare the client to select the most appropriate software package. We then guide the client through the initial vendor selection, vendor demonstrations, vendor evaluation, scripted demos, and final selection process to ensure they choose the package that best fits their needs. This long-term approach differentiates us from most competitors.

Attachment 18: Pacxa Background

Company Information

Pacxa is a dba for Hoike Networks, Inc. which was incorporated in February 2001 with Hawai'i as its legal business domicile. The Pacxa name is a merger of two words that symbolize who we are. The word "Pacific" represents our Hawai'i-based location where we live, work, and play. The word "Exabyte" is the next multiple unit of data after the Terabyte, which represents our forward-based vision. Pacific and Exabyte. Together, the name Pacxa symbolizes a group of Hawai'i-based Information Technology (IT) professionals that can make technology exponentially easier to achieve, while providing clients the unlimited ability to grow and prosper.

The primary purpose of Pacxa is to provide IT consulting services to the local business community in Hawai'i with IT professionals living in Hawai'i. Our clientele have come to depend on Pacxa to deliver industry best practices and cutting edge technology while being in the same time zone and area code.

As one of Hawai'i's largest IT firms, Pacxa provides an extensive range of end-to-end solutions to many of Hawai'i's top 250 businesses, government agencies, small and medium businesses, and non-profit agencies. We help our clients meet their challenging technology needs by first listening and fully understanding their challenges, then providing customized solutions.

Pacxa is owned by Island Holdings, Inc., a family of companies that includes Island Insurance Company, Ltd., Atlas Insurance Agency, and Tradewind Capital Group. Island Holdings, Inc. has been operating in Hawai'i for over 70 years and has a long tradition of serving the Hawai'i community, its residents and businesses, and creating opportunities for local talent.

Figure 1: Pacxa Ownership

As the State of Hawaii DAGS evaluates the selection of consultants, a number of important factors should be considered that would be important to the success of your project. Pacxa offers innovative solutions to help organizations meet their needs, as our consultants understand the performance and accountability issues that are critical to organizations. Our team will provide significant knowledge and experience and have many success stories with other organizations in Hawai'i and on the mainland. Identified and summarized below are several important success factors and Pacxa's unique capabilities as they relate to each factor.

Hawai'i Presence and Resources

Pacxa has a strong local presence in the State of Hawai'i. Others may claim to be a "Kama'aina Company" simply because they have a local office. Pacxa, by contrast, has true Kama'aina roots. Our talented staff has diverse backgrounds and extensive experience in business process improvement, information systems, data processing, networking, and software development. Our team consists of strong business and IT specialists with vast knowledge and experience in various lines of businesses.

Island Holdings, Inc. has a deep commitment to Hawai'i and that value is woven into all of its companies. Pacxa is proud to continue that tradition. Pacxa consists of Hawai'i-based technology professionals who have provided leading software and IT solutions and services across many vertical markets.

Experienced Consultants Providing Quality Service

Pacxa provides leading Enterprise software, IT solutions, and services to clients in the public sector, higher education, financial services, healthcare, and insurance industries in Hawai'i. A team of experienced management consultants, software developers, and systems engineers is the core of Pacxa's Public Sector/Enterprise division. This locally-based team has deep IT knowledge and delivers industry best practices and the assurance of long term, Hawai'i-based support. Pacxa's team manages projects through proven project management and implementation methodologies.

Our services include:

- Network and Computer Support
- Managed Services
- IT Consulting
- Systems Hosting and Infrastructure Support
- Hardware & Software Solutions – Oracle, Microsoft, Cisco, HP, Dell and others.
- Project Management
- Systems Design and Development
- Training
- Private Cloud
- Hybrid Cloud
- Public Cloud Integration

Our business is built on the following core values:

- ✓ *Superior Quality Service* – We are driven to ensure customer satisfaction on every engagement.
- ✓ *Commitment and Dedication* – We are committed to our clients and aim to exceed project expectations.
- ✓ *Innovative* – We strive to provide innovative solutions and use of technology for our clients.
- ✓ *Professional Excellence* – Our staff are qualified professionals with diverse experiences. They have the drive and determination for continuous professional growth.

- ✓ *Collaboration and Teamwork* – We team with our clients to ensure project success and develop lasting business partnerships.

Technology Partnerships

For Pacxa to meet our clients' challenging technology needs, we leverage our partnerships with industry leading technology hardware and software vendors in order to offer the most innovative solutions available. Our technical staff proactively seeks out new and proven technology solutions, and by earning vendor recognized technical solutions, our technical team have access to additional resources from our hardware and software partners. Our alliances with these partners allow us to build upon our core competencies and allow us to expand our capability to better serve our clients and their vision. These alliances strengthen our expertise and bring value to both Pacxa and our partners. We utilize our partner's solutions and tools to help provide clients with access to the latest technologies that are offered. Pacxa's technology partnerships include, among others:

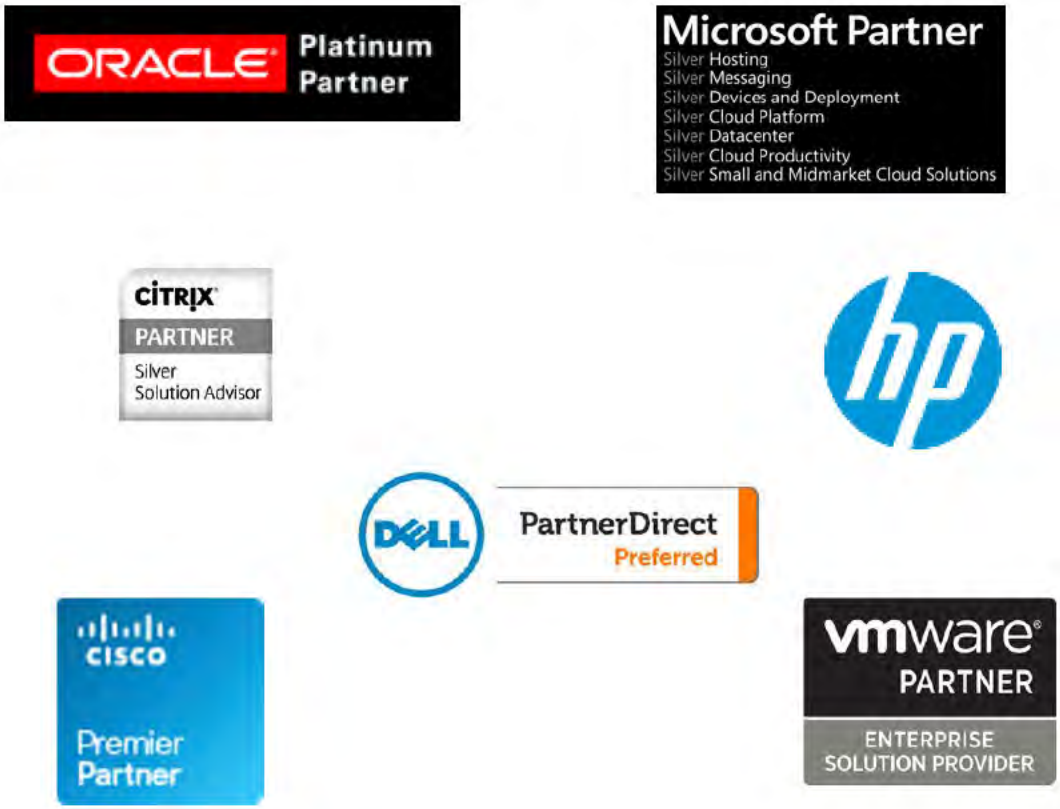


Figure 2: Pacxa Technology Partnerships

Achieve The State's Objectives

As part of every engagement, Pacxa ensures that the client's project objectives are clearly defined and understood. The ability to manage the overall project is a key to the project's success. We have developed structured project management techniques and tools to ensure the project is effectively monitored. Our project management methodology places emphasis on frequent and structured project communications with all project team members. We will remain flexible and are willing to modify our approach to the project to meet your exact needs and requirements.

Business Partnership Philosophy

We enjoy the privilege of developing lasting relationships with our clients as true business partners. Our 100% Hawai'i based team is personally invested in the success of the State of Hawai'i. Our team members all live here, work here, and play here with our families. The focus of our involvement is to make clients successful in achieving their project goals and objectives. We will work with you to develop an understanding of technical opportunities and innovative solutions. We look forward to establishing a business partnership with the State and to become a valued business partner and advisor.

Pacxa's Commitment

Our commitment, and particularly the commitment of our team members and support staff can be summarized as follows:

- We are committed to do everything in our power to make this a success.
- We are committed to providing quality services.
- We are committed to identifying cost-effective solutions that will meet the State's requirements.
- We are committed to meeting and exceeding your expectations on this project.

Figure 3: Pacxa's Commitment to Hawai'i