



Tab C – Bidder and Software Vendor Prior Experience

# Prior Experience

## Tab C

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Attachment C

RFP Reference: Exhibit 1: Proposal Structure Outline; Tab C - Bidder and Software Vendor Prior Experience

The State will include in its evaluation the relevancy of the experience, compatibility of the experience to the current solicitation and the performance record of the experience. The State reserves the right to verify all submissions and perform further background checks of experience and performance. Background or reference checks might include other prior experiences not submitted as a response to this section.

The Bidder and Software Vendor Section of the Bidders Technical Proposal should conform to the tabbed structure outlined below. All tabs should be labeled appropriately. Adherence to this format is necessary in order to permit effective evaluation of proposals.

Tab Bidder/Software Vendor Prior Experience

Tab C-1: Mandatory Requirements

Tab C-2: Bidder and Software Vendor Profile and Experience Summary

Instructions and required content for Tabs C-1 and C-2 are provided below.

Deloitte brings to the Michigan ERP Project broad experience from ERP implementations, hosting services and application maintenance and support. With Deloitte, Michigan gains key components of successful modernization and transformation using proven tools and methods, security, controls, reporting and organizational change management.



# Deloitte Understands State Government and Finance Transformation

Deloitte has a long track record in and is committed to remain in the state government market. This knowledge and experience of working with state government, including the State of Michigan, allows us to bring our lessons learned from other states to each of our state clients. Deloitte has been providing IT consulting services to state governments for more than 50 years. Deloitte has experience with government agencies, many of the largest municipalities, higher education entities, as well as U.S. military and Federal agencies. We are consistently ranked in the top right quadrant of the Gartner rankings and have been ranked No. 1 in Customer Satisfaction in an Information Week Research Survey of 300 plus business-technology professionals.

Deloitte applauds Michigan's decision to transform its business processes and systems, starting with its financial operations. In a time where cost and operational efficiencies are increasingly necessary given the current economic climate, transforming Michigan's business operations provides an opportunity to:

- Implement a true enterprise financial system across all 17 departments – one enterprise system
- Automate and streamline budget preparation, interfaces with banks and vendors, and CAFR production
- Reduce the number of applications supported and interfaced
- Use a Tier 1 vendor supported, upgradeable COTS solution
- Improve financial reporting and transparency

## Deloitte is the #1 Firm for Finance Transformation

Throughout this proposal are several themes emphasized that we believe will help make the ERP Project a successful endeavor, and the State can use to drive the targeted performance and efficiencies outlined in the RFP.

### SECTION HIGHLIGHTS

Deloitte is recognized as the top provider for finance transformation by Gartner and Kennedy. We are the top system integrator for statewide financial systems using Tier 1 ERP systems.

- The largest and broadest full ERP implementation with the Commonwealth of Pennsylvania
- The largest statewide financial system with the State of New York
- States implemented by Deloitte process 37% of the expenditures for states using Tier 1 ERP for their statewide financial systems

Deloitte is the #1 implementer of SAP in state government

- Statewide ERP implementations for Pennsylvania, South Carolina and Arkansas and HR/Payroll for North Carolina
- Integrated Tax in Michigan and Florida, and Child Support Enforcement solution in Florida

The Deloitte Team and Michigan have enjoyed mutual success working together on multiple projects, including SAP for integrated tax processing.



- **Full service provider.** If this project is viewed as simply a technical implementation then Deloitte may not be the most practical choice. The value Deloitte brings is the ability to holistically address the transformational components of a successful implementation, such as user adoption through change management and validated processes through deep knowledge of state government operations and governance. Analysts such as Gartner and Kennedy rank Deloitte at the top of Finance Transformation, as we bring the knowledge and capabilities needed to significantly improve the finance processes, including budgeting and financial reporting. What you will see throughout this proposal is that Deloitte brings a broad range of services.

### Gartner Magic Quadrant



Source: Gartner, Magic Quadrant for Global Financial Transformation Services, November, 2012

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**Figure C-1. Deloitte is the market leader in Finance Transformation ranked by Gartner.**

*With Deloitte, the State will have a partner that brings the combination of government and commercial best practices to Finance Transformation.*

### Finance Management Consulting Marketplace



Source: Kennedy Consulting Research & Advisory Finance Management Consulting Marketplace 2011-2014 © Kennedy Information, LLC

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**Figure C-2. Deloitte is the market leader in Finance Transformation ranked by Kennedy.**

*Two of the leading independent organizations rank Deloitte as the leader in Finance Transformation.*



- **Complimentary leadership style.** Deloitte’s leadership team is trained to provide “situational leadership,” which is the ability to recognize which leadership fits a given scenario. While the proposed approach is to work collaboratively and side-by-side with the State team the majority of the time, we recognize there may be times where the sponsors of this project need Deloitte to assume a more direct leadership role to help drive results. This proposal reflects our frank commentary on what it would take to position the project for success.
- **Experience and tools to get the job done effectively and efficiently.** The team we propose has decades of experience doing this type of work; state and local government, SAP, complex project management, and change management. Project execution is further enhanced when you layer on top of our experience the tools and accelerators Deloitte brings to the table and our proven ability to deliver projects working with you.

All of these themes have a common objective of mitigating the risk inherent in a project of this scope and complexity, and providing a portfolio of effective alternatives when unexpected events disrupt the plan.

## Deloitte is the #1 Statewide Financial System Integrator

Our approach to finance transformation results in being the top statewide financial system integrator in the market. We have a strong ERP practice with the top ERP product vendors – SAP, Oracle, Workday and Infor. We have leveraged these ERP practices with our state government knowledge to implement the largest ERP-based financial systems that have been successfully implemented – an ERP implementation for the Commonwealth of Pennsylvania with SAP and the financial system implementation for the State of New York with PeopleSoft. The graphic on the left shows the significant difference in the annual expenditures processed by Tier 1 ERP systems implemented by Deloitte versus our competitors.

ERP Solutions Implemented by Deloitte Process More Annual Expenditures than the Competition

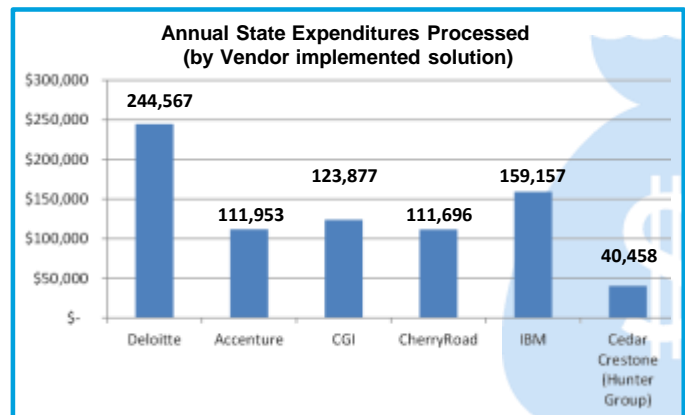


Figure C-3. State Expenditures using Tier 1 ERP Software by Integrator.

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We understand the need to automate financial processes in large states, while smaller states and local governments can incorporate more manual workarounds into their procedures. Larger states, such as Michigan, do not have that option. We help states implement financial procedures and reorganize to improve their financial system accuracies. For example, we worked with the State of New York to implement procedures that led to the reconciliation of over \$130 billion to within \$5.00. For the Commonwealth of Pennsylvania, we helped implement financial shared services that resulted in millions of dollars in annual savings.



## Our Success Implementing ERP results in Important Lessons Learned for Michigan

State governments cumulatively spend hundreds of millions of dollars annually on ERP planning, acquisition, implementation services, and maintenance. There are three critical success factors to get it right:

1. Inter and intra agency collaboration
2. Strong executive sponsorship and participation
3. Recognition that all benefits cannot be realized on Day 1

Each state has its own nuances, but there are enough similarities that we can learn from Michigan's peers. We have incorporated our lessons learned into our methodology and approach to get it right with you.

### Lessons Learned

- Do not underestimate the time needed to get the operational support components defined and organized
- Keep all critical stakeholders involved and engage them in critical decisions
- Training is needed at various intervals for the same employees throughout the change process
- Begin early with change management meetings to get managers comfortable with their role in the change and the reporting tools available to them to manage the change

Just as important, understanding that go-live is not the end... improvements are ongoing

- Continued process improvement of business processing and support functions
- Steering Committee continues to meet to identify areas of interagency collaboration and cost savings
- Change management after action review is important to encourage "we are in this together" approach to change
- Ongoing communication of expectations and results are essential with all stakeholders
- Continue to refine roles, responsibilities, workflow, training materials, and expectations
- Inspect what you expect/measure performance
- Empowering managers to resolve issues

## Deloitte is the #1 Implementer of SAP in State Government

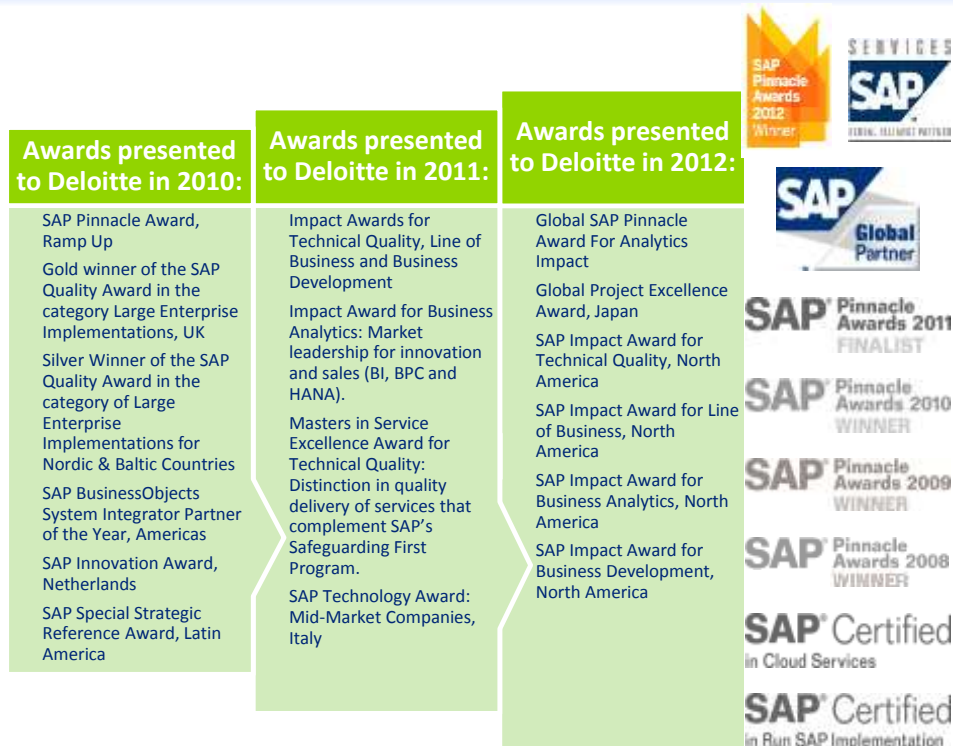
Deloitte has selected SAP as the ERP product for this project for several reasons. It has been proven in Pennsylvania, a state similar in size and complexity to Michigan. SAP provides the widest breadth of functionality of any of the ERP systems, with functionality such as fixed and linear assets, fleet management, real estate, budget formulation and inventory. SAP is investing heavily in its business solution application products, with offerings for the cloud, mobile access, in-memory database, and data analytics. SAP is tightly integrated and provides real-time updates across the application. And, Michigan already is a licensed user of SAP, as it forms the basis of Treasury's integrated tax system.



We also considered the significant investment that SAP continues to make in its ERP product. For example the new user interfaces now available with SAP are a huge improvement over what was available in the past. These user interfaces can be used on standard computers, as well as mobile smartphones and tablets, providing the combination of robust and proven functionality for state government with modern user interfaces that can expand the usability of the system into the future.

Deloitte holds the highest level of strategic alliance with SAP, Global Partner – Services. As a result of this alliance, Deloitte has built initiatives with SAP aimed at providing joint solutions and services for the public sector, including State and Federal, as well as other industries such as transportation, real estate, life sciences, utilities, aerospace and defense. We have worked directly with SAP in Waldorf, Germany and Palo Alto, CA, in many areas, including an executive focus, industry alignment, tool development, solution development, ramp-up launches for SCM, CRM, and NetWeaver, and other areas. We worked directly with SAP on the development of the government grants module and some of the financial configurations to get them incorporated into the product baseline that SAP provides to government clients. All of this results in success for our state clients, as measured in Deloitte’s success in implementing SAP statewide financials with three state government clients – Pennsylvania, South Carolina and Arkansas.

### Deloitte’s SAP Practice Highlights



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**Figure C-4. Deloitte is a top SAP Partner.**  
Deloitte has earned the highest levels of certification and strategic alliance with SAP.



Below is a table of a sample of the government SAP clients that Deloitte has served.

Sample of our SAP Public Sector Clients	Project
State of Michigan	Integrated Tax System
State of South Carolina	Statewide ERP
State of Washington – Department of Natural Resources	Financial System
State of North Carolina	Statewide HR/Payroll
Commonwealth of Pennsylvania	Statewide ERP
Colorado Department of Transportation	ERP, including FHWA billing
State of Florida	Integrated Tax and Child Support Enforcement
Santa Clara Country	ERP
Amtrak	HR
U.S. Navy	ERP/HR/Supply Chain Management
USDA	Agency wide Financial Management System
Michigan State University	HR/Payroll
Province of Nova Scotia	ERP, with shared services for local government and education

Table C-1. Deloitte has implemented SAP across several Government clients.

# Deloitte is Proud to Serve the State of Michigan

## Deloitte Values

Deloitte’s vision and strategy, developed in collaboration with leadership and member firm partners from around the world, focuses on working together “As One” across geographic, functional, and business borders to provide excellence in all of our services. Our shared values are timeless. They succinctly describe the core principles that distinguish the Deloitte culture. We believe the State has seen Deloitte follow these core principles in our work with you.



**The Deloitte Difference** is about our partnering and collaborative culture which fosters tremendous client results, which are recognized by clients, partners, and third-party evaluators.

“Deloitte & Touche” is one of the few firms that aggressively seeks to partner with their clients in an ongoing sharing of business process reengineering methods and techniques.”



**Gartner**

–Gartner Research Notes

In ranking business style, and considering factors such as corporate culture, flexibility and delivery of contracting, reputation for teaming with clients, propensity toward skill transfer and “lack of arrogance,” Gartner ranked Deloitte & Touche higher than every other consulting firm measured by the highest margin seen anywhere in the survey.

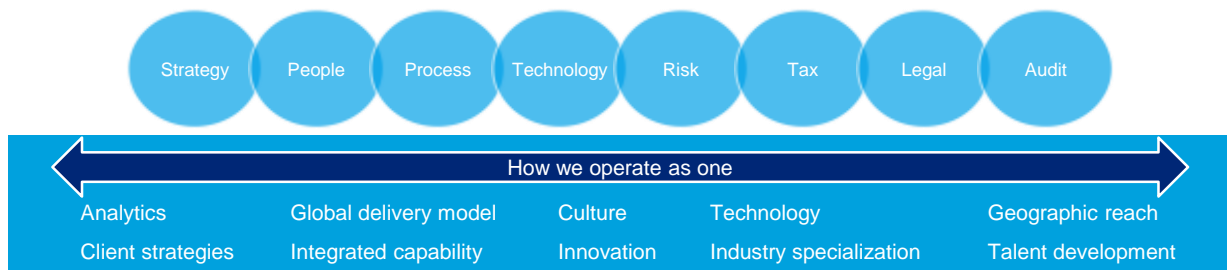
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**Figure C-5. Deloitte brings a collaborative work style.**

*Deloitte shares many values in common with State of Michigan, making our partnership about much more than projects and contracts.*

- **Integrity.** We believe that nothing is more important than our reputation, and behaving with the highest levels of integrity is fundamental to who we are.
- **High-quality value to clients.** We play a critical role in helping our clients operate more effectively. We consider this role a privilege, and we know it requires constant vigilance and unrelenting commitment.
- **Commitment to each other.** We believe that our culture of borderless collegiality is a competitive advantage for us, and we go to great lengths to nurture and preserve it. We go to extraordinary lengths to support our people.
- **Commitment to diversity.** Our member firm clients’ business challenges are complex and benefit from multidimensional thinking. We believe that working with people of different backgrounds, cultures, and thinking styles helps our people grow into better professionals and leaders.

Deloitte offers unmatched depth and breadth of services. Few other organizations can claim leadership positions in the broad set of disciplines illustrated below.



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**Figure C-6. Deep depth and wide breadth of services.**

*Deloitte brings a full range of expertise to Michigan to deliver the ERP Project.*





## Michigan and Deloitte – A Proven and Positive Relationship that Works

The State of Michigan is an important client to Deloitte. We hope the State views Deloitte as being a proven and trusted vendor with a collaborative work style that provides a positive relationship that benefits the State, and delivers on its commitments with you. Given the proven success of projects where we have worked together, Deloitte is the low risk and high return choice for assisting the State with this critical enterprise effort to position the State for a better future. Our projects working together include the following long list of successes.

DTMB and Customer Departments Served	Project
<b>Department of Technology, Management and Budget</b>	Organizational Design, Program Management Office, and CIO Services Information Technology Assessment and Benchmark Enterprise Identity, Credential and Access Management implementation (MICAM) FileNet Prequalification Vendor
<b>Department of Human Services</b>	Child Support (MiCSES) Deployment Assistance Project Food Stamp Error Rate Reduction Bridges and MiBridges implementation, maintenance and support
<b>Department of Community Health</b>	ACA Federal/State Hub Integration
<b>Office of the Governor</b>	Development and Management of the Project Management Office for the e-Michigan Office Innovation Quest (establishment of public private partnership office)
<b>Department of Treasury</b>	Michigan Education Assessment Bureau of Revenue Business Process Re-engineering Michigan Integrated Tax Administration and Processing System (MIITAS) implementation
<b>Department of State</b>	IT Strategy Development Project FileNet Implementation

**Table C-2. Deloitte has delivered many projects with you and is a trusted vendor in Michigan.**

### Our Commitment to Michigan

Given our extensive government background, Deloitte has built a team of former government leaders, employees, and industry specialists who have hands-on systems and ERP experience. Attracting the industry's best, enabling their success, and working hand-in-hand with our government clients to continually define and grow our practice has helped Deloitte maintain discriminating value for customers. Further, we understand an inherent aspect of success for our clients is helping them serve their clients. The State of Michigan serves citizens, communities, and Michigan's business environment – employers and workers. You have set your sights on putting citizens back to work and improving service levels, and we will work alongside you to achieve this objective.

While Deloitte has experience working for state government clients around the country, we have particularly strong roots right here in Michigan. Deloitte has four offices in Michigan (Detroit, Grand Rapids, Lansing and Midland) with more than 1,000 employees and is the largest accounting, tax, and consulting professional services organization in Michigan, as ranked by Crain's Detroit Business.



We have been serving clients across the state for more than a century, and our professionals have extensive experience that supports the varied and ever-increasing needs of both emerging and developed industries and companies in Michigan. We have more than just a working relationship with the State of Michigan — we have an established commitment. Deloitte professionals live and work here. This year, our Michigan practice has received much recognition, including:

- 2012 Sloan Award for Excellence in Workplace Effectiveness & Flexibility
- Named “Top Workplace” in the large company category by the Detroit Free Press
- Recognized as one of the “Cool Places to Work” in the large employer category by Crain’s Detroit Business
- The Detroit office received LEED Gold certification from the U.S. Green Building Council
- Deloitte Michigan was named a finalist in the Corporate Community Leader category for the Governor’s Service Awards; the awards recognize exemplary volunteer work throughout the State of Michigan

Many of our professionals live in Michigan where they are both professionally and personally committed to the civic and economic growth of the State and their communities. We are committed to being a responsible corporate citizen in the State of Michigan. Corporate citizenship, from our perspective, is founded in three principles: economic accountability, educational accountability, and social accountability. Deloitte will continue to demonstrate our commitment to the State of Michigan in each of these areas through our service to the State and the community.

### ***Economic Accountability***

With more than 1,000 employees across our four Michigan offices, Deloitte helps local businesses solve their toughest business challenges while deploying Michigan-based staff on Michigan projects. Emerging small and medium-sized companies, along with those that have long been a part of the Michigan marketplace, not only play a significant role in the Michigan economy, they are also critical to our local offices. Companies with annual revenue of less than \$500 million comprise approximately 85 percent of Deloitte’s clients in Michigan. We serve:

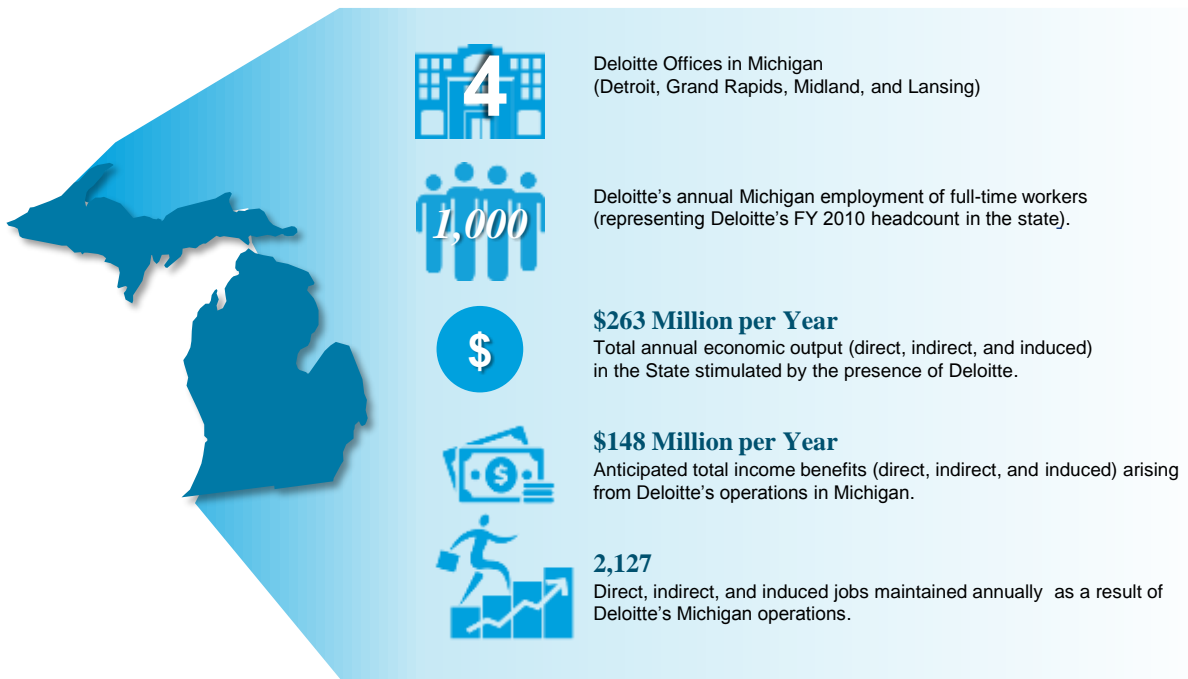
- Each of the 35 Fortune 1,000 companies headquartered in Michigan
- More than 90 percent of the top 35 public companies headquartered in Michigan, as ranked by Crain’s Detroit Business
- 30 percent of the top 20 privately held companies in the State, as ranked by Crain’s Detroit Business



Michigan benefits from Deloitte's economic commitment, because your investment stays within Michigan, as our Project will be delivered here, and many of our staff live here and are dedicated to financially supporting the areas where their families live.

Deloitte recently completed an assessment of the economic impacts of our operations in the State of Michigan on the State's economy. The principal component of the modeled economic impact is our annual Michigan employment of more than 1,000 full-time workers (representing Deloitte's FY 2010 headcount in the state). Deloitte's operations in the State have a significant impact on the local economy, as depicted in the figure that follows.

### Deloitte Has a Significant Presence and Economic Impact to Our Michigan Economy



*Metrics calculated using the IMPLAN system which utilizes input-output analysis to evaluate the potential economic impact of operations in a specific industry on the economy in a defined geographic area.*

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#### **Figure C-7. Deloitte staff and operations have a direct and positive impact on the local Michigan economy.**

*The State of Michigan and Deloitte relationship has benefits far beyond the projects we deliver together.*

Economic accountability includes providing jobs and generating revenue, as well as more abstract economic support such as sponsoring symposiums and conventions and supporting the local business community. Deloitte looks forward to becoming even more involved with Michigan's future through the ERP Project and will actively pursue further opportunities to positively affect Michigan's economy.



## Educational Accountability

Educational accountability is an overarching responsibility of our business. We play a role in shaping the minds of young children through our involvement as Junior Achievement (JA) volunteers. Deloitte is a national sponsor of JA and provides the teaching material for the ethics portion of the curriculum. In Michigan, more than 50 Deloitte practitioners impacted more than 1,000 students through JA the last few years.

In addition, we actively recruit from many of the top schools in Michigan with the goal to obtain the top talent to serve our clients in Michigan. Deloitte recruited and **hired more than 200 students last year across the state**, 110 full time hires and 92 interns, and many of them are working on local projects in Michigan. Deloitte's commitment to Michigan colleges and universities goes beyond recruitment. Our practitioners support the classrooms by creating case challenges and providing resume and interview workshops for leading colleges and universities across the State. The relationships we make within the educational setting help us cultivate talent to benefit and serve the State of Michigan.

Our partner, SAP, has implemented the University Alliance Program (UAP) with 10 universities in Michigan. Each semester in Michigan, over 65 faculty members actively teach more than 4,700 students through the program. 10 Michigan-based higher education institutions are UAP members and leverage the SAP ecosystem in both undergraduate and graduate programs. Graduates often go on to employment with many of the Michigan-based SAP customers.

## Social Accountability

Our dedication to Michigan is evident not only by our work with the State, but by our dedication to serving its communities. We have long-standing relationships with many local nonprofit organizations. Many of our staff not only participate in community service events and fundraisers, but also attend local leadership conferences, coach youth sports, and join organizations for parents. The table that follows shows just a few of the many ways we demonstrate our social commitment to the State of Michigan.

### Examples of Deloitte-sponsored Michigan Volunteer Opportunities

- Deloitte Center for Leadership and Community Seminars — Detroit Office hosted seven seminars June 2008 to June 2013
- Midland Loons Baseball Team — Ks for Kids Sponsor
- Grand Rapids ArtPrize — Skills-Based Project
- City Year Detroit — Corp Team Sponsor, Two Year Pro-Bono Project and Mentoring Program
- Children's Trust Fund (Lansing, MI) — Over the last 6+ years, Deloitte has been a "Marquee Sponsor" at the Annual Signature Auction Event

**Table C-3. A sample of Deloitte's active participation in our communities.**

## Deloitte staff are committed to the Michigan communities in which they live and work

Each June, Deloitte employees across the U.S. and around the world volunteer for IMPACT Day, supporting local community nonprofit organizations. While many of our staff participates in volunteer activities outside of work, imagine what more than 800 staff members united across the State of Michigan can do in one full day of volunteering in Michigan's communities!



Classrooms are painted, park benches are built, food is prepared, flowers are planted, buildings are power washed, children are taught computer skills, adults are taught life-skills, and the elderly enjoy games and company — during one full day of “work.” This year, our Michigan offices worked with 13 non-profit organizations on IMPACT Day.

The Deloitte Center for Leadership Community seminars is an important part of our skill-based volunteer program. It provides qualified volunteers with an effective and efficient way to deliver training workshops and collaborative capacity-building sessions to nonprofit executives nationwide. In June 2013, there were 50 nonprofit executives that attended our Southeast Michigan seminar. In 2012, the Michigan practice provided approximately \$400,000 in pro bono services to local communities and organizations.

Through United Way, our people contribute to our shared charitable goal: strengthening communities where we live and work. We actively support United Way through annual fundraising, volunteerism and pro bono service and consider the annual United Way campaign to be one of our most important community service endeavors. In 2012, our Michigan practice raised over \$700,000.

With Deloitte, the State of Michigan obtains a partner fully invested in the success of its program, communities, and people. We are part of the Michigan business community and our commitment to corporate stewardship spreads into every aspect of the way we do business.

## We Are Ready to Go!

Deloitte is selective in determining which state ERP Projects to pursue. These projects include risk, and we want to make sure the project is poised for success and we have the resources with the prescribed skills and capabilities to be successful before submitting a proposal.

We are ready for the Michigan ERP Project, and are proposing people with the required background and experience, including team members from our South Carolina and Pennsylvania SAP-based projects. We will have the system set up for prototyping and development on day one of the project. Using Secure-24 for local hosting, we will have the environments ready for integration testing, volume testing, UAT, and data conversion when needed.

We know Michigan; together with our subcontracting team, we have completed 144 projects with the State of Michigan in the last 10 years! This team knows how to work with you to deliver results for your customers.



Deloitte

Agencies	Prior Deloitte Experience	The Deloitte Team Experience
Agriculture and Rural Development		<input checked="" type="checkbox"/>
Community Health	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Education		<input checked="" type="checkbox"/>
Department of Human Services	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Insurance and Financial Services		<input checked="" type="checkbox"/>
Licensing and Regulatory Affairs		<input checked="" type="checkbox"/>
Department of Natural Resources		<input checked="" type="checkbox"/>
Secretary of State	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Michigan State Police		<input checked="" type="checkbox"/>
Department of Technology, Management, and Budget	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Transportation		<input checked="" type="checkbox"/>
Treasury	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Office of Insurance Services (OFIS)		<input checked="" type="checkbox"/>
Judicial Branch		<input checked="" type="checkbox"/>
Governor's Office	<input checked="" type="checkbox"/>	

**144**  
Total projects  
in the last  
10 years



- The Deloitte Team knows Michigan from extensive first-hand experience
- The Deloitte Team successfully completed 144 projects with 15 State of Michigan departments and agencies in the last 10 years
- Much of our team experience is in working directly with DTMB to provide technology services to its customer agencies – a proven partnership delivering business solutions

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**Figure C-8. The Deloitte Team completed 144 projects for the State of Michigan in the last 10 years.**

*Working with DTMB to serve your customer departments, the Deloitte Team has demonstrated the ability to get the job done right.*

The Deloitte project team is led by Tim Perkins, the leader of our Public Sector Finance and Administration practice, who has significant prior experience with the MAIN system, as well as state SAP implementations, such as South Carolina. The Deloitte Team is comprised of many leading subcontractors that are leaders in their areas of competency and work. We are pleased so many organizations have chosen to work with Deloitte to serve the State of Michigan. Presented in the following table is the Deloitte Team.



The Deloitte Team knows the State of Michigan.

The Deloitte Team	Primary Role
	<p>SAP – a world-class ERP software that is successfully used in state government, including by the State of Michigan</p>
	<p>Secure-24 is Michigan-based hosting and managed services provider that specializes in SAP hosting, supporting current Michigan State Government clients, including Central Michigan University and Wayne county.</p>
	<p>Dewpoint is a Lansing-based firm providing technology consulting services with in-depth knowledge of the State's methodologies, technology architecture and standards</p>
	<p>TEKsystems is a local and national staffing firm with extensive Michigan presence providing SAP resources</p>
	<p>SAP Public Services provides consulting services to assist in the implementation of SAP products, with an emphasis on providing knowledge of SAP Public Budget Formulation (PBF)</p>
	<p>Finite Matters is providing document publishing software and related services for Executive Budget Book and CAFR production</p>
	<p>Quantum Qube is a niche SAP consulting firm specializing in the implementation of SAP Public Budget Formulation (PBF)</p>
	<p>Infor is providing Quality Assurance reviews for the integration between SAP and HRMN system, including the implementation of SAP Public Budget Formulation (PBF) that info professionals have first-hand experience implementing</p>
	<p>K2 Consulting is a niche consulting firm specializing in State Government budgeting and budget system implementations</p>
	<p>Celerian Consulting is a niche SAP consulting firm specializing in SAP implementations for State Government entities, with notable experience implementing and supporting SAP for the State of Louisiana</p>
	<p>NDS Integrators is niche SAP consulting firm specializing in grants accounting, federal aid funding and billing, fund account, and treasury</p>
	<p>NTT DATA is a global IT consulting firm with an established SAP practice and Michigan presence. Within the SAP practice, NTT DATA is positioned to bring capabilities with SAP Public Budget Formulation (PBF)</p>

Table C-4. The Deloitte Team working with the State to implement SAP for the ERP Project.







# C-1 Mandatory Requirements



## 1.1 Description of How Each Mandatory Requirement is Met

**Attachment C: Page 1** | **RFP Reference: Attachment C**

The Bidder must provide information that demonstrates compliance with the mandatory RFP requirements. The State will not consider any proposals that fail to show compliance with the requirements listed in the box below or that do not provide the State with sufficient information to allow for verification that such requirements are met. Bidders must provide the information requested in subsections 1.2 and 1.3 below.

Deloitte meets each of the mandatory requirements, as documented in the following sections.



## 1.2 How Mandatory Prime Contractor Requirement Is Met

### Mandatory Prime Contractor Requirement

Bidder shall have completed as the primary provider of implementation services, the successful implementation of an ERP system that serves as the financial system for a state or local government with total annual budget of at least \$5 billion and with at least 10,000 head count employees. Preference shall be given to bidders with a successful implementation of the financial software product proposed for the State of Michigan in a State Government entity.

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The Bidder shall provide the following information:

- A. Describe how it is able to meet the Mandatory Prime Contractor Requirement
- B. Name the reference account used to demonstrate qualification with this requirement
- C. ERP software and modules implemented
- D. Name of the qualifying entity
- E. Start and end dates of the project
- F. Annual budget of the entity at the time the project started
- G. Head count in employees for that entity at the time the project started
- H. A contact name at the qualifying entity must also be provided as well as that person's email address, phone number, and the assigned project role of the contact

Deloitte has completed, as the primary provider of implementation services, the successful implementation of an ERP system that serves as the financial system for a state or local government with total annual budget greatly exceeding \$5 billion and with well over 10,000 head count employees.

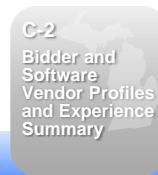
Deloitte has multiple projects that meet the Mandatory Prime Contractor requirement as the primary provider of implementation services, such as:

- The broadest, largest and most successful implementations of SAP in a state government, the ImaginePA project for the **Commonwealth of Pennsylvania**
- The largest statewide implementation of an ERP product for a statewide financial system, the Statewide Financial System for the **State of New York**
- Our most recently completed example of a statewide SAP implementation, the implementation of SAP for the **State of South Carolina**, which we selected as the example to meet this mandatory requirement



RFP Requirement	Deloitte Response
<b>A. Describe how (the Bidder) is able to meet the Mandatory Prime Contractor Requirement</b>	
<p>The South Carolina Enterprise Information System (SCEIS) project resulted in the implementation of SAP as the ERP system for multiple modules, including financials and human resources, across all of the state agencies, including the Department of Transportation, in a phased implementation approach. As part of the final step of the project, the SAP system replaced the central legacy KPMG financial system, which was similar to MAIN.</p> <p>With annual expenditures of over \$22 billion in FY11 and 30,000 employees, the State of South Carolina greatly exceeds the required thresholds indicated in the requirement.</p>	
<b>B. Name the reference account used to demonstrate qualification with the requirement</b>	State of South Carolina
<b>C. ERP software and modules implemented</b>	SAP: Financials, Materials Management, Human Resources and Payroll, Travel Management, Business Warehousing, and Manager Self-Service
<b>D. Name of the qualifying entity</b>	State of South Carolina
<b>E. State and end dates of the project</b>	January 2008 through June 2012, including post implementation support
<b>F. Annual budget of the entity at the time the project started</b>	\$20.4 billion
<b>G. Head count in employees for that entity at the time the project started</b>	30,000
<b>H. Contact Information</b>	Pat O'Cain Director of SCEIS (SAP Project) pocain@gmail.com (803) 530-0414

**Table C-5. State of South Carolina Mandatory Prime Contractor Reference.**



### Tab C – Bidder and Software Vendor Prior Experience

1.1 Description of How Each Mandatory Requirement is Met

1.3 How Mandatory Proposed Software Requirement Is Met

1.2 How Mandatory Prime Contractor Requirement Is Met

1.4 How Mandatory Hosting, Managed Services/Single Tenant SaaS Requirement is Met

## 1.3 How Mandatory Proposed Software Requirement Is Met

### Mandatory Proposed Software Requirement

The financial system proposed for the State of Michigan must be in production in a State Government environment which includes a city, county, or state government or institution of higher education. Core financial system is defined as general ledger and accounts payable, at a minimum. The State has a preference for solutions that have been proven successful at large State Government entities with total annual budget of at least \$20 billion and with at least 30,000 head count employees.

Attachment C: Page 2

RFP Reference: Attachment C

The Bidder shall provide the following information:

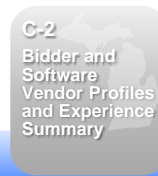
- A. Describe how it is able to meet the Mandatory Proposed Software Requirement
- B. Name the reference account used to demonstrate qualification with this requirement
- C. ERP software and release number, modules implemented
- D. Name of the qualifying entity
- E. Start and end dates of the project
- F. Annual budget of the entity at the time the project started
- G. Head count in employees for that entity at the time the project started
- H. A contact name at the qualifying entity must also be provided as well as that person's email address, phone number, and the assigned project role of the contact

Deloitte is proposing SAP as the ERP financial system for the State of Michigan. SAP has been proven in multiple state governments, including several where Deloitte was the primary provider of implementation services for statewide financial systems, including the states of Arkansas, South Carolina and the largest state, the Commonwealth of Pennsylvania. All three of these statewide implementations include both financial and human resource functionality across the state. We have selected Pennsylvania as our reference for the Mandatory Software Requirement since Pennsylvania demonstrates that SAP can be successfully implemented in a large state, such as Michigan. Pennsylvania's expenditures for FY2011 were \$69 billion, and they have over 93,000 employees.



RFP Requirement	Deloitte Response
<b>A. Describe how (the Bidder) is able to meet the Mandatory Proposed Software Requirement</b>	
The Commonwealth of Pennsylvania demonstrates the qualifications of this requirement with an annual budget of more than \$50 billion and 93,000 employees.	
<b>B. Name the reference account used to demonstrate qualification with the requirement</b>	<b>Commonwealth of Pennsylvania</b>
<b>C. ERP software and release number, modules implemented</b>	<p>The Commonwealth of Pennsylvania is in production on the current release of the product, SAP ERP ECC 6. The Commonwealth has implemented the following modules:</p> <ul style="list-style-type: none"> <li>• Financial and Fund Management</li> <li>• Procurement for Public Sector</li> <li>• Budget Control</li> <li>• Budget Preparation</li> <li>• Asset Management</li> <li>• Facilities and Fleet Management</li> <li>• Payroll</li> <li>• HR Payroll</li> <li>• HR Personnel Administration</li> <li>• HR Organizational Management</li> <li>• HR Employee Self Service</li> <li>• HR Manager Self Service</li> <li>• HR Time and Attendance</li> <li>• CRM Call Center</li> <li>• BusinessObjects Business Intelligence</li> </ul>
<b>D. Name of the qualifying entity</b>	Commonwealth of Pennsylvania
<b>E. Start and end dates of the project</b>	<p>Original project start date: March 2001</p> <p>Original project end date: February 2006 including the 20 month Warranty period</p>
<b>F. Annual budget of the entity at the time the project started</b>	Approximately \$42.6 billion (at project start, it is significantly higher now)
<b>G. Head count in employees for that entity at the time the project started</b>	Approximately 93,000
<b>H. Contact Information</b>	<p>Anna Maria Kiehl Deputy Secretary, Comptroller Operations &amp; Chief Accountant akiehl@state.pa.us (717) 787-6496 Ms. Kiehl's project role was as a Steering Committee member</p>

**Table C-6. The Commonwealth of Pennsylvania Mandatory proposed Software Reference.**



### Tab C – Bidder and Software Vendor Prior Experience

1.1 Description of How Each Mandatory Requirement is Met

1.3 How Mandatory Proposed Software Requirement Is Met

1.2 How Mandatory Prime Contractor Requirement Is Met

1.4 How Mandatory Hosting, Managed Services/Single Tenant SaaS Requirement is Met

## 1.4 How Mandatory Hosting, Managed Services/Single Tenant SaaS Requirement is Met

### Mandatory Hosting, Managed services/ Single tenant SaaS

Bidder shall have provided hosting, managed services or SaaS (single-tenant or multi-tenant) including disaster recovery services for multiple ERP customers with \$ 1 billion in revenues and with at least 10,000 employees. Preference shall be given to bidders with experience providing such services for the proposed software product and for those who have provided services to entities with complex security requirements.

Attachment C: Page 3

RFP Reference: Attachment C

The Bidder shall provide the following information:

- A. Describe how it is able to meet the Mandatory Requirement
- B. Name the reference account used to demonstrate qualification with this requirement
- C. ERP software and release number, modules implemented
- D. Name of the qualifying entity
- E. Start and end dates (if applicable) of the Hosting, Managed services/ Single tenant SaaS agreement
- F. Annual budget of the entity at the time the project started
- G. Head count in employees for that entity at the time the project started
- H. A contact name at the qualifying entity must also be provided as well as that person's email address, phone number, and the assigned project role of the contact

Deloitte meets this mandatory requirement through our subcontractor, Secure-24, a Michigan-based firm that has extensive experience hosting SAP, including disaster recovery services, to multiple ERP clients with \$1 billion in revenues and with at least 10,000 employees. Deloitte and Secure-24 have worked together for multiple clients, where Secure-24 provided the hosting and Deloitte provided the Managed Services (e.g., City of Dallas). We are providing Kiewit and the City of Dallas as examples where Secure-24 meets this mandatory requirement.



RFP Requirement	Deloitte Response
<b>A. Describe how (the Bidder) is able to meet the Mandatory Requirement</b>	
Secure-24 provides SAP hosting and managed services for Kiewit Corporation – a global construction, engineering and mining company. Kiewit has revenues of \$11 billion and employs approximately 26,000 individuals. In addition to hosting, Secure-24 provides first class data center services (physical security, redundant power, and access control); disaster recovery solution with an RTO/RPO of 8 hours/15 minutes; security services; network services; SAP Basis administration; database administration; 24x7 monitoring of both application and infrastructure; and help desk services.	
<b>B. Name the reference account used to demonstrate qualification with the requirement</b>	<b>Kiewit Corporation</b> www.Kiewit.com
<b>C. ERP software and release number, modules implemented</b>	SAP ECC6-Core, BI, HR, PI, EP, Solution Manager, CRM, SRM, Business Objects, Erecruit, BPC, Vertex, BSI
<b>D. Name of the qualifying entity</b>	Kiewit Corporation
<b>E. State and end dates of the project</b>	2009 to Present
<b>F. Annual budget of the entity at the time the project started</b>	\$10 billion
<b>G. Head count in employees for that entity at the time the project started</b>	25,900
<b>H. Contact Information</b>	David Hansen 3555 Farnam St Omaha, NE (970) 879-2561 david.hansen@kiewit.com

**Table C-7. Kiewit Mandatory Hosting Reference.**



RFP Requirement	Deloitte Response
<b>A. Describe how (the Bidder) is able to meet the Mandatory Requirement</b>	
Secure-24, as a subcontractor to Deloitte at the City of Dallas, provides hosting for the City of Dallas Water Department SAP installation, and nine other city departments. The City employs 13,000 individuals and has revenues of \$2.8 billion.	
<b>B. Name the reference account used to demonstrate qualification with the requirement</b>	City of Dallas
<b>C. ERP software and release number, modules implemented</b>	SAP ECC6-Core; PI; Solution Manager; WebDisp; uPerform
<b>D. Name of the qualifying entity</b>	City of Dallas
<b>E. State and end dates of the project</b>	March 2013 to Present
<b>F. Annual budget of the entity at the time the project started</b>	\$2.81billion
<b>G. Head count in employees for that entity at the time the project started</b>	13,000
<b>H. Contact Information</b>	Sindhu Menon Senior IT Manager (214) 287-4494

Table C-8. City of Dallas Additional Mandatory Hosting Reference.





## C-2 Bidder and Software Vendor Profiles and Experience Summary

Attachment C: Page 3

RFP Reference: Attachment C

Bidders shall provide the following in this tabbed section of their technical proposal response.

- 2.1 Detailed description of the Bidder's organization
- 2.2 Detailed description of the ERP software vendor's organization
- 2.3 Detailed description(s) of any third party software vendors' organizations (for third party software that will be part of the proposed ERP solution)
- 2.4 Information on any subcontractors to be used
- 2.5 Bidder implementation experience
- 2.6 Bidder references for implementation of proposed ERP software
- 2.7 Bidder references for implementation of proposed third party software (if any)
- 2.8 Proposed software implementation history
- 2.9 Software references for all proposed products
- 2.10 Evidence of scalability
- 2.11 User Group description and materials
- 2.12 Bidder Hosting, Managed Services or Single Tenant SaaS Services Experience
- 2.13 Bidder Hosting, Managed Service, or Single Tenant SaaS Services References
- 2.14 Bidder Disaster Recovery Services Experience
- 2.15 Bidder Disaster Recovery Services References

Required information and instructions for each of the items above is provided below.



## 2.1 Detailed Description of the Bidder’s Organization

Attachment C: Page 3

RFP Reference: Attachment C

The Bidder shall include a detailed narrative description of its organization. The narrative must include the following:

Deloitte is a financially stable company with a history and heritage that spans more than a century. We provide the full life cycle for portfolio applications and follow proven methodologies, use effective practices, apply lessons learned to give our clients the advantages of our experiences and work with top tier service providers. Deloitte has served more than 100 federal, state and local government clients with the implementation and operations of their SAP systems. Deloitte has included responses to all 15 subsections and renumbered in accordance with Addenda #2, Question 6.

RFP Requirement	Deloitte Response
<b>A. Company Name</b>	Deloitte Consulting LLP (“Deloitte”)
<b>B. Brief overview of business operations, with an emphasis on ERP related business in the State Government</b>	Deloitte has an established global footprint, with presence in over 150 countries. Deloitte’s strong global consulting business is more than \$9 billion practice with over 44,000 practitioners, serving 100 countries/locations. Deloitte’s global network of technology professionals help clients identify and solve their most critical information and technological challenges. With market-leading industry expertise, superior finance transformation capabilities, and deep technical expertise, our network of practitioners create unmatched market offerings to solve our clients’ toughest business issues. This intense focus on delivering results for our clients has helped Deloitte become a recognized leader in the marketplace.



RFP Requirement	Deloitte Response
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Deloitte member firms serve Public Sector clients, including national; provincial, regional, and/or local governments; international and non-profit organizations; and educational institutions in North and South America, Europe, the Middle East, Africa, Latin America, and Asia Pacific. Member firms work with:

- 19 of the 20 members of the G20
- World's largest global, multilateral, and bilateral donor institutions
- Most competitive nations as ranked by World Economic Forum
- Most effective governments according to the World Bank
- Largest economies as measured by GDP
- World's leading nations in innovation performance according to the Global Innovation Index produced by INSEAD and the World Intellectual Property Organization
- Top countries leading in national achievement of health, education, and income according to the Human Development Report produced by the United Nations Development Program (UNDP)

Deloitte's SAP Practice highlights include:

- 25% year-over-year growth in Influenced Revenue, outpacing competition 2 years running
- 15% Top Line SAP Practice Growth
- Greater than \$2 billion USD in SAP Worldwide Revenue
- Greater than 11,000 worldwide headcount

Deloitte and SAP most recent Alliance highlights include:

- Top 3 Global Partner
- Primary partner in CFO
- Recognized in all GEOs as a top partner
- A top SI in key industries: Financial Services, Retail, Public Sector
- 40% Platform & Analytics
- #1 Retail, #1 Telecom, and #2 Banking
- 4 statewide SAP implementations
- Global Quality Award Partner of the Year – 2013 SAP Pinnacle Awards
- Global Run SAP Partner

As a leading technology and ERP systems integrator, we have capabilities with most all the COTS products in the market, which are highlighted below. This is included to demonstrate the breadth of our ERP capabilities beyond any one product, reinforcing the point that ERP implementations is what we do well across multiple technologies.

**Oracle**

Deloitte's Oracle Practice is a functional and technical capability based practice that performs advisory and implementation services to address manufacturing, financial, customer relationship management, procurement, order management, supply chain, and other business needs throughout the enterprise, leveraging the full suite of Oracle products. With more than 1,000 Oracle projects in 2012 involving approximately 13,800 practitioners, Deloitte's Combined Oracle practice possesses industry-leading experience across EBS, Enterprise (PeopleSoft), EnterpriseOne (JD Edwards), Siebel, Hyperion, and other solutions.




Deloitte is one of the...

- Largest ERP system integrators in the world. Deloitte has strong ERP practices with SAP, Oracle, Workday and Infor
- Top three global SAP partners
- Oracle's #1 global partner
- Largest Workday practice in the world
- One of the largest system integrator partners for Infor/Lawson in U.S.



Deloitte implemented the largest ERP based statewide financial system for the State of New York.



RFP Requirement	Deloitte Response
<p><b>Workday</b></p> <p>Deloitte has made a long-term investment in building Workday capabilities and has specially trained practitioners, resulting in Deloitte being the largest Workday implementer in the world. Deloitte leverages its business-driven HR approach, global reach, functional depth and SaaS experience to accelerate both the business value associated with HR transformation, as well as process and technology cost saving efficiencies through strategy, assessment, planning and business case development to complete Workday implementations.</p> <p><b>Infor</b></p> <p>As channel partners of Infor Global Solutions, we provide a full range of services, right from configuring the right solution, installation of the software, implementation, training, handholding support to post-implementation review and annual maintenance services.</p>	 <p>Implemented the largest full state ERP system for the Commonwealth of Pennsylvania.</p>
<p><b>C. Date established</b></p>	<p>Deloitte's history dates back to the merger of Deloitte, Haskins &amp; Sells (founded in 1845) and Touche Ross (founded in 1947) in 1989. We operate under the global umbrella of Deloitte Touche Tohmatsu Limited ("DTTL"). In 1995, Deloitte Consulting was established. Within the U.S., services are provided by the four subsidiaries of Deloitte LLP: Deloitte Consulting LLP, Deloitte &amp; Touche LLP, Deloitte Tax LLP, and Deloitte Financial Advisory Services LLP. For more than 100 years, clients have relied on Deloitte LLP (Deloitte) and its predecessor organizations for solutions to their ever-changing needs.</p> <p>Neither Deloitte LLP nor its subsidiaries are corporations but rather limited liability partnerships, and there are no dates or states of "incorporation." Deloitte LLP and most of its subsidiaries (including Deloitte &amp; Touche LLP, Deloitte Consulting LLP, Deloitte Tax LLP, Deloitte Financial Advisory Services LLP, and Deloitte Services LP) are organized in the State of Delaware and have 30 Rockefeller Plaza, New York, NY 10112 as their headquarters.</p> <p>The dates these partnerships "went live" are as follows:</p> <ul style="list-style-type: none"> <li>• Deloitte LLP – 1994</li> <li>• Deloitte &amp; Touche LLP – 1997</li> <li>• Deloitte Consulting LLP – 1996</li> <li>• Deloitte Tax LLP – 2003</li> <li>• Deloitte Financial Advisory Services LLP – 2005</li> </ul>
<p><b>D. Ownership (public, partnership, subsidiary, etc.)</b></p>	<p>As a global organization including member firms and their affiliates in more than 150 countries, the Deloitte Touche Tohmatsu Limited (DTTL) network has governance and management structures at both the global and member-firm levels. DTTL global policies form the basis for member firms to tailor their policies to comply with local rules and regulations. The partners of DTTL's member firms are the sole owners of their practices. Their member firms are organized on an individual country or regional basis, and each operates within the legal and regulatory framework of its particular jurisdiction. They are separate and independent firms that are owned and managed locally. These firms have come together to practice under a common brand, methodologies, client service standards, and other professional standards and guidelines.</p> <p>In the United States, Deloitte LLP is the member firm of DTTL. Like DTTL, Deloitte LLP does not provide services to clients. Instead, services are primarily provided by the subsidiaries of Deloitte LLP, including:</p> <ul style="list-style-type: none"> <li>• Deloitte Consulting LLP</li> <li>• Deloitte &amp; Touche LLP</li> <li>• Deloitte Financial Advisory Services LLP</li> <li>• Deloitte Tax LLP</li> </ul> <p>Deloitte LLP helps coordinate the activities of these subsidiaries. Deloitte LLP and these subsidiaries are separate and distinct legal entities. Each of these subsidiaries is organized under Delaware law, is separately capitalized, has its own Chairman and CEO and Board of Directors, and provides a distinct array of services. The leaders of Deloitte LLP include Joe Echevarria, chief executive officer, and Punit Renjen, chairman of the board. Deloitte LLP also has a board of directors which has general authority and supervision over the management, practice, and affairs of Deloitte LLP and establishes its various policies.</p>
<p><b>E. Location in which the Bidder is incorporated</b></p>	<p>Neither Deloitte LLP nor its subsidiaries are corporations but rather limited liability partnerships and there are no dates or states of "incorporation." Deloitte LLP and most of its subsidiaries (including Deloitte &amp; Touche LLP, Deloitte Consulting LLP, Deloitte Tax LLP, Deloitte Financial Advisory Services LLP, and Deloitte Services LP) are organized in the State of Delaware and have 30 Rockefeller Plaza, New York, NY 10112 as their headquarters.</p>



RFP Requirement	Deloitte Response																																											
<b>F. Office location(s) responsible for performance of proposed tasks</b>	200 Renaissance Center Detroit, MI 48243																																											
<b>G. Gross annual sales for last 5 years by year</b>	<p>Deloitte LLP recorded \$13.89 billion in U.S. revenues in the fiscal year ending June 1, 2013. Deloitte subsidiaries rank among the nation's leading professional services firms in consulting audit, tax, and financial advisory services across more than 20 industries. Known as an employer of choice for innovative human resources programs, Deloitte is dedicated to helping clients and people excel. Deloitte LLP is the U.S. member firm of Deloitte Touche Tohmatsu Limited.</p> <p>Revenues (\$ in millions) In the U.S. over the last 5 years are as follows:</p> <ul style="list-style-type: none"> <li>• 2013 – \$13,894</li> <li>• 2012 – \$13,067</li> <li>• 2011 – \$11,939</li> <li>• 2011 – \$10,938</li> <li>• 2009 – \$10,722</li> </ul>																																											
<b>H. Number of employees in the United States and in total</b>	<p>The Deloitte U.S. Firms are a privately held partnership with more than 60,000 professionals across four service functions (Consulting, Tax, Audit, and Financial Advisory Services). The following provides overall information about Deloitte's global headcount and footprint.</p> <p style="background-color: #e6f2ff; padding: 5px;"><b>Deloitte has an Established Global Footprint</b></p> <p><i>With a presence in over 150 countries</i></p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p><b>Deloitte revenue split by region (\$B)</b></p> <table border="1"> <caption>Deloitte revenue split by region (\$B)</caption> <thead> <tr> <th>Region</th> <th>FY09</th> <th>FY10</th> <th>FY11</th> <th>FY12</th> </tr> </thead> <tbody> <tr> <td>Americas</td> <td>\$17.6</td> <td>\$15.0</td> <td>\$14.0</td> <td>\$16.0</td> </tr> <tr> <td>EMEA</td> <td>\$10.2</td> <td>\$10.0</td> <td>\$10.3</td> <td>\$10.9</td> </tr> <tr> <td>Asia Pacific</td> <td>\$3.4</td> <td>\$3.6</td> <td>\$4.2</td> <td>\$4.9</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$30.1</b></td> <td><b>\$28.6</b></td> <td><b>\$28.5</b></td> <td><b>\$31.3</b></td> </tr> </tbody> </table> </div> <div style="text-align: center;"> <p><b>Geographic reach</b></p> <table border="1"> <tbody> <tr> <td><b>154</b> Countries/locations</td> <td><b>9,948</b> Partners</td> </tr> <tr> <td><b>650</b> Offices</td> <td><b>148,947</b> Professional staff</td> </tr> <tr> <td><b>193,359</b> Total headcount</td> <td><b>34,464</b> Administrative staff</td> </tr> </tbody> </table> </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <table border="1"> <thead> <tr> <th>Americas</th> <th>EMEA</th> <th>Asia Pacific</th> </tr> </thead> <tbody> <tr> <td><b>230</b> Offices</td> <td><b>330</b> Offices</td> <td><b>90</b> Offices</td> </tr> <tr> <td><b>4,228</b> Partners</td> <td><b>3,357</b> Partners</td> <td><b>2,363</b> Partners</td> </tr> <tr> <td><b>63,685</b> Professional staff</td> <td><b>53,232</b> Professional staff</td> <td><b>32,029</b> Professional staff</td> </tr> </tbody> </table> </div> <p style="text-align: right; font-size: small;">MI_ERP-0162</p>	Region	FY09	FY10	FY11	FY12	Americas	\$17.6	\$15.0	\$14.0	\$16.0	EMEA	\$10.2	\$10.0	\$10.3	\$10.9	Asia Pacific	\$3.4	\$3.6	\$4.2	\$4.9	<b>Total</b>	<b>\$30.1</b>	<b>\$28.6</b>	<b>\$28.5</b>	<b>\$31.3</b>	<b>154</b> Countries/locations	<b>9,948</b> Partners	<b>650</b> Offices	<b>148,947</b> Professional staff	<b>193,359</b> Total headcount	<b>34,464</b> Administrative staff	Americas	EMEA	Asia Pacific	<b>230</b> Offices	<b>330</b> Offices	<b>90</b> Offices	<b>4,228</b> Partners	<b>3,357</b> Partners	<b>2,363</b> Partners	<b>63,685</b> Professional staff	<b>53,232</b> Professional staff	<b>32,029</b> Professional staff
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<b>I. Number of employees who provide ERP implementation services</b>	Deloitte employs over 25,000 employees who provide ERP implementation services. Deloitte's SAP Practice has over 11,000 Practitioners worldwide. These numbers do not include the many employees that are in our human capital, strategy and operations, and enterprise risk services practices that play important roles on ERP Projects.																																											
<b>J. Number of active employees who provide ERP implementation services to the State Government in the United States</b>	Deloitte has approximately 1,000 professionals that have provided ERP or finance transformation services to the State Governments in the United States.																																											

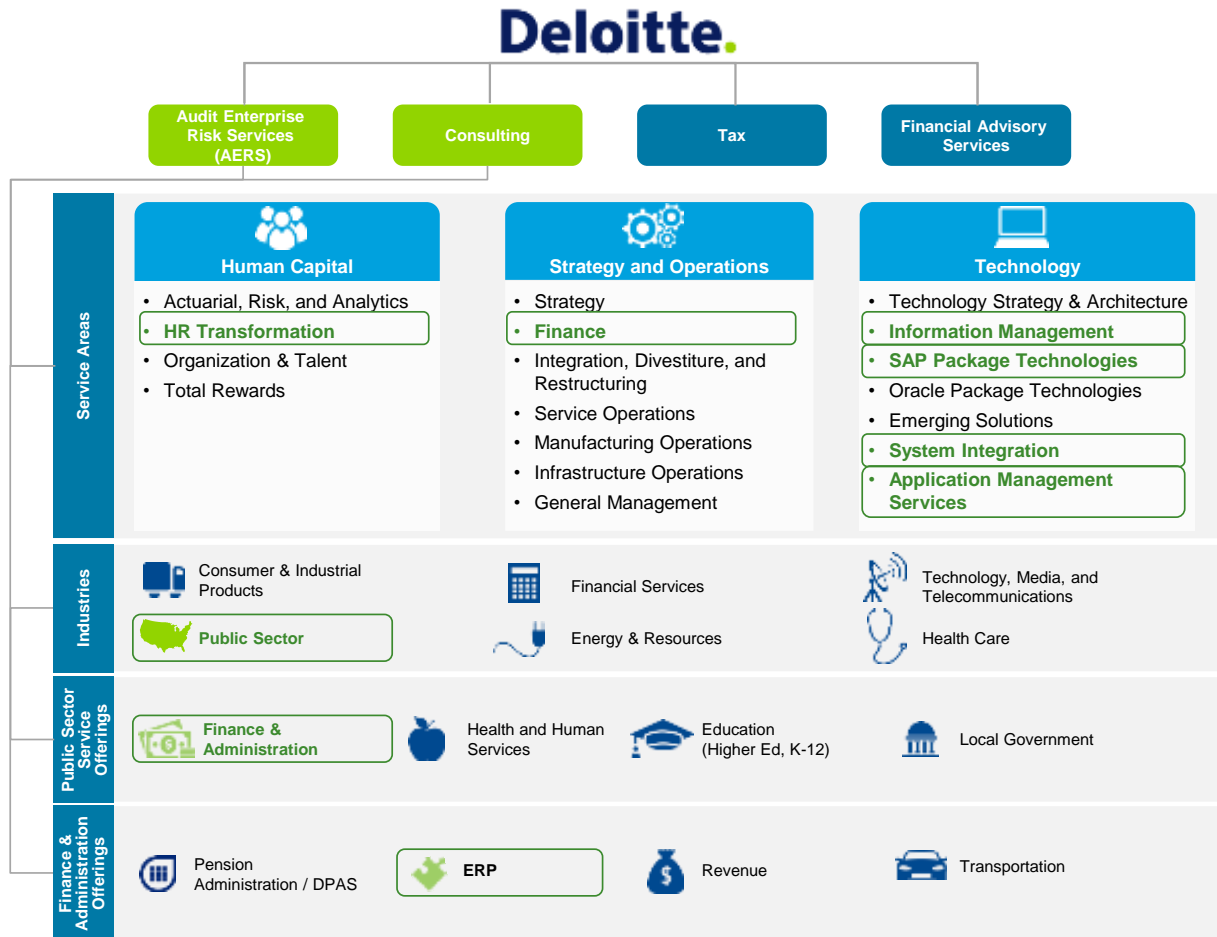


RFP Requirement	Deloitte Response
<b>K. Number of active employees who have experience implementing the proposed ERP software</b>	Deloitte's SAP Practice has over 11,000 practitioners worldwide.
<b>L. Number of completed State Government projects using each proposed software product</b>	SAP and Deloitte have been working together since 1989. Deloitte's SAP practices has served more than 1,250 clients in the private sector and State Governments, including the states of Pennsylvania, Arkansas, South Carolina, North Carolina, South Carolina, and Michigan, and the U.S. Federal government.
<b>M. Number of State Government projects in progress involving primary ERP product proposed</b>	Deloitte State Government SAP resources are not overly extended by design. We do not overextend our resources for large ERP Projects and are selective about which ERP opportunities we bid. We have resources with experience from our Pennsylvania and South Carolina projects that will be available to Michigan for this project. We currently have one State Government SAP project in the US, as shown below. 2 Federal projects: <ul style="list-style-type: none"> <li>• US Navy engagement (FI, CO, PS, HR, FA, MM, SD, SCM, EHS, SAP BW)</li> <li>• USDA FMMI engagement (FI, CO, PS, MM, CRM – Grants)</li> </ul> 1 State Government project: <ul style="list-style-type: none"> <li>• Michigan Integrated Tax engagement (MIITAS)</li> </ul>
<b>N. Full disclosure of any proposed off-site activity and the locations involved;</b>	As is the case today with the State of Michigan, project work and client relationship management will be mainly performed onsite by our local team. Deloitte travelers will work on the project in Deloitte offices in the U.S. on days they are not onsite in Lansing.
<b>O. Bidder's organizational chart relevant to this project;</b>	
The Deloitte organization across areas of specialization is depicted in the following figure. For state government ERP Projects, we primarily leverage our Public Sector practice as well as our Technology, Strategy and Operations, and Human Capital Service Areas and our Enterprise Risk Services. The practices used within the Technology Service Area include SAP, Information Management, and System Integration. The following chart provides an overview of Deloitte's organizational structure in relation to this project.	



RFP Requirement | Deloitte Response

Organization Across Functional Areas



ML\_ERP-0163\_2

**Deloitte Organization Structure Supporting The Michigan ERP Project.**

**P. Full disclosure of any potential conflict of interest;** Deloitte has no knowledge of any potential conflict of interest.

**Q. A Statement of whether, in the last ten years, the Bidder and any officers in their individual or professional capacity or associated with another company have filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details;**

In the last 10 years, Deloitte has not, and not to our knowledge have any officers, filed (or filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors.

**R. A Statement of whether there are any pending Securities Exchange Commission investigations involving the Bidder, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Bidder's performance in a Contract under this RFP;**

Deloitte Consulting LLP, as one of the leading providers of consulting services, and is affiliated with Deloitte & Touche LLP, a leading provider of audit services. It is possible at various times that one of our affiliates is involved in pending or in progress Securities Exchange Commission investigations. We do not believe that such matters will affect our ability to provide consulting services, or that they will affect our ability to serve the State of Michigan in connection with this proposed engagement.



RFP Requirement	Deloitte Response
	<p><b>S. Bidder must disclose any material criminal litigation, investigations or proceedings involving the Bidder (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Bidder (and each Subcontractor) must disclose to the State any material civil litigation, arbitration or proceeding to which Bidder (or, to the extent Bidder is aware, any Subcontractor hereunder) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Bidder or any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against Bidder or, to the extent Bidder is aware, any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement in Bidder's bid response. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Bidder's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section;</b></p>
	<p>Deloitte Consulting LLP, as one of the leading providers of consulting services, is routinely involved in complex consulting projects, often involving large-scale systems implementations and multiple service providers. Although we are justifiably proud of our record of client satisfaction, such projects do occasionally give rise to disagreements over contract requirements, and we are occasionally, though rarely, involved in litigation with clients pertaining to our consulting services. We do not believe that such matters will affect our ability to provide consulting services, or that they will affect our ability to serve the State of Michigan in connection with this proposed engagement.</p>
	<p><b>T. Termination for default is generally the exercise of the Government's contractual right to completely or partially terminate a contract because of the contractor's actual or anticipated failure to perform its contractual obligations. If the Bidder has had a contract terminated for default in the last seven years, Bidder must submit full details below. If the Bidder has not had a contract terminated for default in this period, Bidder must affirmatively state this in the proposal. DTMB-Procurement will evaluate each incident and, at its sole discretion, may reject Bidder's proposal. Note: If the Bidder has had a contract terminated for default in this period, the Bidder must submit full details including the other party's name, address, and phone number DTMB-Procurement will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience;</b></p>
	<p>Deloitte Consulting LLP is one of the world's leading providers of consulting services, and has a particularly significant position in respect of large-scale projects in the State Government. Some of those projects involve direct contractual relationships with public entities, but others are established as subcontracts with large-scale system developers. Large-scale systems projects frequently evolve during the course of implementation with revised objectives or systems enhancements grafted onto the original commitments. These changes inevitably produce time and cost overruns, as contrasted with initial contract requirements. Occasionally, those conditions create disagreements over contract requirements. We are proud of our record and reputation in anticipating, addressing and resolving difficulties of this sort. Nevertheless, occasional disagreements are inevitable. These matters represent a very small portion of our major systems consulting engagements in recent years, and all disputes remain in the preliminary stage. There has been no determination by a court or an independent evaluator that we have defaulted on any contract. We are confident that these matters will be resolved to our satisfaction, and that none of these matters will have an adverse effect on Deloitte's ability to serve the State of Michigan.</p>
<p><b>U. Full disclosure of any criminal or civil offense</b></p>	<p>Deloitte has no knowledge any criminal or civil offense relevant to this proposed engagement.</p>
	<p><b>V. Statements of financial stability indicating that the Vendor has the financial capacity to provide the entire solution, and that the Bidder has adequate resources to continue as an ongoing concern.</b></p> <p>Deloitte is a financially stable, profitable, and growing organization. Deloitte LLP and its subsidiaries (the "U.S. Firms") provide audit, tax, consulting, and financial advisory services through over 60,000 people in 87 U.S. cities. For the most recent fiscal year ended June 1, 2013, the U.S. Firms had revenue of U.S. \$13.89 billion. See more detailed information in the chart below.</p> <p>Since the U.S. Firms are privately owned partnerships, they do not have audited financial statements nor do they file other corporate financial information such as a 10-K. The following consolidated financial information for the U.S. Firms has been made publicly available. Should you have additional questions regarding the financial information, please contact Frank Friedman, Chief Financial Officer of Deloitte LLP, at (816) 881-5102 or Graham Cowie, U.S. Firms' Controller of Deloitte Services LP, at (615) 882-7270.</p> <p>Further, although the U.S. Firms do not have a rating from one of the nationally recognized credit rating agencies, their privately placed debt is rated by the National Association of Insurance Commissioners ("NAIC"). The U.S. Firms' privately placed debt carries an NAIC 1 rating; NAIC's highest rating, which is comparable to an A or better rating from one of the nationally recognized rating agencies.</p> <p>Detailed information regarding Deloitte LLP in the U.S. is provided in the chart below:</p>





RFP Requirement	Deloitte Response
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Deloitte LLP and Subsidiaries– By The Numbers				
U.S. Firms (\$ U.S. billions)	2013	2012	2011	
Offices (national and regional)	104	102	100	
People	60,951	56,827	51,262	
Consolidated Revenues	\$ 13.9	\$ 13.1	\$ 11.9	
Current Assets	\$ 3.5	\$ 3.5	\$ 3.5	
Other Assets	\$ 4.8	\$ 4.4	\$ 3.6	
<b>Total Assets</b>	<b>\$ 8.3</b>	<b>\$ 7.9</b>	<b>\$ 7.1</b>	
Current Liabilities	\$ 1.9	\$ 1.7	\$ 1.9	
Other Liabilities	\$ 2.8	\$ 2.9	\$ 2.0	
Partnership Equity	\$ 3.6	\$ 3.3	\$ 3.2	
<b>Total Liabilities and Partnership Equity</b>	<b>\$ 8.3</b>	<b>\$ 7.9</b>	<b>\$ 7.1</b>	
Working Capital	\$1.6	\$ 1.8	\$ 1.6	
Current Ratio	1.9:1	2.1:1	1.9:1	
Consolidated Revenue Breakdown By Area				
Audit and Enterprise Risk Services	31%	31%	32%	
Consulting	46%	45%	44%	
Tax	18%	19%	20%	
Financial Advisory Services	5%	5%	4%	

Source: Deloitte LLP, New York

**Table C-9. Deloitte LLP U.S. Financial Information for 2011, 2012, and 2013.**



## 2.2 Detailed Description of the ERP Software Vendor's Organization

Attachment C: Page 5

RFP Reference: Attachment C

For the proposed ERP Software Provider, the Bidder should provide the following information:

The State of Michigan will benefit from the experience, stability, and innovative culture forming the bedrock of SAP, the world's largest provider of business application software. With a reputation for providing business solutions to private and State Government organizations of all sizes, from the small startup to the multinational, world-class corporations of the Fortune 500, SAP is the partner who will enable the State to Run Better.

Started in 1972, SAP was for many years best known for enterprise software, especially financials and ERP-type systems. Starting in 2008, SAP rapidly became known for the breadth and depth of solutions available through innovative development and strategic acquisitions such as BusinessObjects, Sybase, Hybris, SuccessFactors, and Ariba. It is nearly impossible for a person to go through a week without somehow being the beneficiary of the advanced technology SAP provides. Today over 70 percent of the global GDP is processed using an SAP system.

SAP Public Services, a wholly owned subsidiary of SAP Americas, has been trusted to help organizations such as the United Nations, Amtrak, the states of Florida, Pennsylvania, and South Carolina, the Colorado Department of Transportation, the nation of Australia and the City of Boston transform the way they work and serve citizens. These changes have saved billions of dollars, prevented millions of dollars in fraud, waste, and abuse, and enabled citizens to receive better services at a lower cost than ever before. SAP's focus on providing the best solutions with the lowest total cost of ownership sets SAP's innovative offerings apart.



Within Michigan, SAP is the choice of major employers such as Ford, General Motors, Dow, Dow Corning, Steelcase, Whirlpool, DTE, Consumers' Energy, Michigan State University, and the Central Michigan University. DTMB and Treasury uses the SAP Tax and Revenue Management solution, based on SAP ERP 6, as the foundation of the new Michigan corporate tax and integrated tax system. In Michigan, SAP employs 141 professionals in the Southfield office and routinely uses local resources to implement projects across the State.

SAP does not work alone to achieve success with customers. Across the globe SAP has over 13,000 partners in our ecosystem including software, hardware, training, and implementation partners. These partners have chosen to work with SAP because of the level of investment SAP makes in innovation.

SAP's strategy of growth through innovation and scope contrasts with the strategies of some competitors that try to achieve growth through merger and acquisition, which can cause disruption for customers. SAP ERP has a clear product road map that gives organizations a choice as to how they want to consume new features and functionality. SAP ERP ECC 6 is the go-to release, and with SAP enhancement packages, customers have the ability to implement delivered innovation at a pace and scope that makes sense to them. Bolstered by an annual R&D investment of more than \$2.5 billion, SAP continues to invest to protect the customers' investment.

RFP Requirement	Deloitte Response
<b>A. Company Name</b>	<b>SAP Public Services, Inc.</b>
<b>B. Software Product Proposed</b>	<p><b>Proposed product – SAP ERP 6.0</b></p> <p>There are four primary modules of the SAP ERP product being proposed.</p> <p><b>Financials</b></p> <p>Accounts Payable and Disbursements, Accounts Receivable and Billing, Asset Management, Budget Control, Cash Reconciliation, Cost Allocation, Expenditure Tracking Against Debt Issues, Federal Highway Billing, General Ledger and Financial Reporting, Grant Management (Grantee Side), Grantor Management (Grantor Side), Intra-Governmental transactions and Settlement, Investment Pool Accounting and Apportionment, Labor (and Equipment Cost) Distribution, Positive Pay Banking, Project Accounting and Budgeting, Vendor Tax Reporting and Backup Withholding</p> <p><b>Public Budget Formulation (PBF)</b></p> <p>The solution is fully integrated with SAP Financials and its budget execution capabilities provide for effective fund management with real-time budget validation. Controls can be established to prevent funds from exceeding their budgets and the correct stakeholders will automatically be notified when spending patterns exceed expected results. The solution can also easily record fund transfers, supplement the budget, and reduce budget balances as necessary. The solution will allow the State to capture all funding sources which may include general, revenue, bond, outside aid, tax revenue, and intergovernmental transfers.</p> <p><b>Human Capital Management</b></p> <p>Employee Time and Attendance, Employee Travel and Expense Reimbursement, Human Resources and Personnel Administration, Benefits Administration, Recruitment, Employee and Manager Self Service, Payroll, Time Accrual</p> <p><b>Logistics</b></p> <p>Facilities Management, Fleet Management, Inventory Management, Real Estate, Vendor Account Payable Web Inquiry and Vendor Payment and EFT Web Registration, Procurement and Contracts</p>
<b>C. Brief overview of business operations, with an emphasis on ERP related business in the State Government</b>	<p>SAP has been providing solutions to the State Government since the early 1980s. We have hit many key milestones since then, growing both our customer and partner base, establishing and executing thought leadership initiatives, and developing and delivering key public-sector-specific solution releases. We now support more than 12,000 State Government clients globally, spanning all levels of government. In the United States alone, we have close to 300 State Government customers with ~100 state and local governments who run the solution being proposed to the State.</p>



RFP Requirement	Deloitte Response
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Our solutions are help government agencies optimize resources, protect the environment and help accomplish more for citizens and workers. Our innovations across the pillars of applications, business analytics, database and technologies, mobility, and cloud computing are helping citizens gain access to clean drinking water, nutritious food, educational opportunities, and life-saving healthcare.

Under the applications pillar, SAP ERP software addresses the core business software requirements of the most demanding organizations around the world – in State Government and other industries. SAP provides essential functions of multiple core government business processes and operations using SAP ERP software. Its core components are:

- SAP ERP Financials
- SAP ERP Public Budget Formulation
- SAP ERP Human Capital Management
- SAP ERP Logistics

The following summarizes how SAP ERP software helps run government agencies better:

- SAP ERP is built on the SAP NetWeaver technology platform, which reduces IT complexity while supporting scalability and growth.
- SAP ERP is tightly integrated to optimize cross-functional business processes and to support comprehensive collaboration within and beyond an organization
- SAP ERP delivers industry-specific functionality that supports the best business practices in 25 industries, including State Government, based on SAP's experience with thousands of successful customers. With SAP ERP, the State can easily implement State Government-specific functionality
- With more than 41 years of successful performance and leading results, SAP has earned the position of trusted adviser to agencies and organizations. Likewise, SAP ERP has earned its place as the trusted software foundation for thousands of organizations
- SAP's strategy of growth through innovation and scope contrasts with the strategies of some competitors that try to achieve growth through merger and acquisition, which can cause disruption for customers. SAP ERP has a clear product road map that gives organizations a choice as to how they want to consume new features and functionality. SAP ERP 6.0 is the go-to release, and with SAP enhancement packages, we continue to deliver innovation without disruption to SAP ERP customers

#### Benefits

SAP ERP delivers a full set of integrated, cross-functional business processes. The State can gain the following benefits with SAP ERP.

- **Improve productivity and insight**
  - Leverage self-services and analytics across the State
  - Improve operational efficiency and productivity
- **Reduce costs through increased flexibility**
  - Use enterprise services architecture to improve process standardization, efficiency, and adaptability
  - Extend transactions, information, and collaboration functions to a broad business community
- **Support changing industry requirements**
  - Take advantage of the SAP NetWeaver technology platform's latest open, Web-based technology to integrate your end-to-end processes seamlessly
- **Improve financial management and organizational governance**
  - Gain deep visibility into your organization with financial and management accounting functionality combined with business analytics
  - Increase efficiencies, improve financial control, and manage risk
- **Optimize IT spending**
  - Integrate and optimize business processes to true enterprise processes vs. department specific
  - Mitigate high integration costs and the need to purchase third-party software
- **Deploy other SAP Business Suite applications incrementally to improve cash flow and reduce costly borrowing**
- **Lower the cost and risk of keeping current**
  - SAP enhancement packages offer the benefit of improving and extending your SAP ERP software without the cost of major upgrades
  - SAP enhancement packages provide new or improved software functionality that you can implement in a modular fashion, keeping your core ERP software stable while activating only the new features and technical improvements you want, when you need them



RFP Requirement	Deloitte Response																														
<b>Features and Functions</b>																															
SAP ERP redefines enterprise resource planning – delivering role-based access to crucial data, applications, and analytical tools. With SAP ERP, you can efficiently deal with business challenges in the following areas:																															
ERP Processes	SAP ERP Functionality																														
<b>Financials</b>	Support compliance and predictability of business performance – so your organization can gain a deeper financial insight across the enterprise and tighten control of finances. SAP ERP Financials automates financial and management accounting and financial supply chain management																														
<b>Public Budget Formulation</b>	The solution can leverage your historical data and automate the process to review previous budgeted and actual information across the entire organizational hierarchy. Each organization can review its own financial spending patterns across programs, projects, funding sources and any other chart of accounts information that is relevant. Also included are capabilities to allow budget staff to run real time personnel cost forecasting leveraging the same logic used to generate a payroll run.																														
<b>Human Capital Management</b>	Optimize your HR processes with a complete, integrated human capital management (HCM) solution. You can allow your workforce to reach its full potential, while supporting innovation, growth, and flexibility. The SAP ERP HCM solution automates talent management, core HR processes, and workforce deployment – enabling increased efficiency and better compliance with changing regulations.																														
<b>Logistics</b>	SAP Logistics will automate, simplify, and accelerate the procure-to-pay processes for goods and services. This allows the State to reduce procurement costs, build collaborative supplier relationships, and better manage supplies.																														
<b>D. Date established</b>	SAP began operating in the United States in 1988 through SAP America, Inc., a wholly owned subsidiary of SAP AG. SAP has been providing solutions in the State Government arena since the early 1980s. SAP Public Services, Inc. was established in 1997 to underscore our commitment to the State Government.																														
<b>E. Ownership (public, partnership, subsidiary, etc.)</b>	SAP is a public company, listed on several exchanges, including the NYSE under the symbol "SAP."																														
<b>F. Location in which the Software Vendor is incorporated;</b>	SAP is incorporated in the State of Delaware.																														
<b>G. Office location(s) responsible for performance of proposed tasks</b>	SAP has our North American headquarters in Newtown Square, PA.																														
<b>H. Gross annual sales for last 5 years by year</b>	<div style="background-color: #0070C0; color: white; padding: 5px; margin-bottom: 5px;">Revenue and Income</div> <p style="text-align: center; font-size: small;">Software revenue by region in million €</p> <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <caption>Estimated Software Revenue by Region (in million €)</caption> <thead> <tr> <th>Year</th> <th>Software revenue</th> <th>Europe/EMEA region</th> <th>Americas region</th> <th>Asia Pacific/Japan region</th> </tr> </thead> <tbody> <tr> <td>2008</td> <td>3,800</td> <td>1,900</td> <td>1,200</td> <td>600</td> </tr> <tr> <td>2009</td> <td>2,800</td> <td>1,400</td> <td>900</td> <td>400</td> </tr> <tr> <td>2010</td> <td>3,500</td> <td>1,600</td> <td>1,300</td> <td>500</td> </tr> <tr> <td>2011</td> <td>4,200</td> <td>1,800</td> <td>1,500</td> <td>600</td> </tr> <tr> <td>2012</td> <td>4,800</td> <td>2,100</td> <td>1,700</td> <td>800</td> </tr> </tbody> </table>	Year	Software revenue	Europe/EMEA region	Americas region	Asia Pacific/Japan region	2008	3,800	1,900	1,200	600	2009	2,800	1,400	900	400	2010	3,500	1,600	1,300	500	2011	4,200	1,800	1,500	600	2012	4,800	2,100	1,700	800
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2012	4,800	2,100	1,700	800																											

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RFP Requirement	Deloitte Response																
<b>I. Number of employees in the United States and in total</b>	Globally, SAP has more than 65,500 SAP team members, including: <ul style="list-style-type: none"> <li>• More than 19,300 employees in Americas region</li> <li>• More than 12,800 total employees in the U.S.</li> </ul>																
<b>J. Number of employees who provide ERP implementation services</b>	<p>Because our solutions are so well integrated, SAP consultants typically touch more than one solution. Globally, SAP has more than 14,200 employees who support our customers by providing professional services or other services, such as education and customer support. Number of employees by functional area are in the table below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #0070C0; color: white;">Functional Area</th> <th style="background-color: #0070C0; color: white;">Number of Employees (as of September 30, 2013)</th> </tr> </thead> <tbody> <tr> <td><b>Software and Software-related Services</b></td> <td>11,003</td> </tr> <tr> <td><b>Professional Services and Other Services</b></td> <td>14,341</td> </tr> <tr> <td><b>Research and Development</b></td> <td>17,718</td> </tr> <tr> <td><b>Sales and Marketing</b></td> <td>15,995</td> </tr> <tr> <td><b>General and Administration</b></td> <td>4,501</td> </tr> <tr> <td><b>Infrastructure</b></td> <td>2,503</td> </tr> <tr> <td><b>Total</b></td> <td>66,061</td> </tr> </tbody> </table>	Functional Area	Number of Employees (as of September 30, 2013)	<b>Software and Software-related Services</b>	11,003	<b>Professional Services and Other Services</b>	14,341	<b>Research and Development</b>	17,718	<b>Sales and Marketing</b>	15,995	<b>General and Administration</b>	4,501	<b>Infrastructure</b>	2,503	<b>Total</b>	66,061
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<b>Total</b>	66,061																
<b>K. Full disclosure of any potential conflict of interest</b>	SAP represents that to the best of our knowledge and belief, SAP's proposal does not give rise to an actual or potential organizational conflict of interest pursuant to FAR 9.5, which would preclude it from performing the work. The parties understand and agree that SAP employees and consultants engaged under the prime contract may be called upon during the performance of this contract to render advice concerning SAP's products and the suitability of SAP products to the customer's environment; and, that SAP may offer solicited or unsolicited advice concerning the same. The parties further agree that SAP will not be called upon under this SOW to prepare work statements or specifications for use in competitive acquisitions, or be required to evaluate offers of products competitive with SAP products. The parties do not contemplate that SAP will be given access to source selection information or other information subject to conflict of interest rules applicable to the proposal. During the performance of the proposed subcontract, the parties agree to identify any actual or potential conflicts of interest which may arise, or which may be caused by any additional work hereunder, and to work together to manage, mitigate, and avoid any such conflicts of interest in a manner that is mutually agreeable to the parties and consistent with applicable laws and regulations.																
<b>L. A Statement of whether, in the last ten years, the Software Vendor and any officers in their individual or professional capacity or associated with another company have filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details;</b>	SAP Public Services, Inc. and any officers in their individual or professional capacity or associated with another company have NOT filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors.																
<b>M. A Statement of whether there are any pending Securities Exchange Commission investigations involving the Software Vendor, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Software Vendor's performance in a Contract under this RFP;</b>	To the best of our knowledge that are no pending SEC investigations of SAP.																
<b>N. The Software Vendor must disclose any material criminal litigation, investigations or proceedings involving the Software Vendor or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Software Vendor must disclose to the State any material civil litigation, arbitration or proceeding to which the Software Vendor is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of the Software Vendor; or (ii) a claim or written allegation of fraud against the Software Vendor or, to the extent the Software Vendor is aware, by a governmental or public entity arising out of their business dealings with governmental or public entities. Any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement in Bidder's bid response. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from the Software Vendor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section;</b>																	



RFP Requirement	Deloitte Response
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SAP has nothing to report under this Attachment C. Relating to SAP's current litigation, SAP Public Services, Inc. (SAP") is subject to legal proceedings and claims, either asserted or un-asserted, which arise in the ordinary course of business. Although the outcome of these proceedings and claims cannot be predicted with certainty, as of the date of this proposal, SAP does not expect that the outcome of any of the matters asserted to date will have a material adverse effect on its ability to perform any contract award as a result of this Proposal.

Any litigation, however, involves potential risk and potentially significant litigation costs, and therefore there can be no assurance that any litigation which is now pending or which may arise in the future would not have such a material adverse effect on SAP's ability to perform any contract award as a result of this Proposal. Details of certain legal proceedings or claims may be found in filings made by SAP with the SEC which are publicly accessible.

**O. Termination for default is generally the exercise of the Government's contractual right to completely or partially terminate a contract because of the contractor's actual or anticipated failure to perform its contractual obligations. If the Software Vendor has had a contract terminated for default in the last seven years, Bidder must submit full details below. If the Software Vendor has not had a contract terminated for default in this period, Bidder must affirmatively state this in the proposal. DTMB-Procurement will evaluate each incident and, at its sole discretion, may reject Bidder's proposal. Note: If the Software Vendor has had a contract terminated for default in this period, the Software Vendor must submit full details including the other party's name, address, and phone number DTMB-Procurement will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience;**

SAP Public Services, Inc. had an implementation services contract with the State Controller's Office of California terminated for default in 2013. Originally scheduled for mediation with the State of California in accordance with the disputes clause of that contract, the State filed suit against SAP on November 21, 2013 for breach of contract. Notwithstanding the contract termination and subsequent lawsuit, SAP believes that it has fulfilled all of its obligations under the contract.

**P. Full disclosure of any criminal or civil offense** N/A

**Q. Statements of financial stability indicating that the Software Provider has the financial capacity to provide the entire solution, and that the Software Provider has adequate resources to continue as an ongoing concern.**

**Financial Results 2012 – Summary**

SAP had the best year in our 40-year history in 2012, exceeding our guidance for revenue and profit. We set ambitious goals for 2012 and achieved them. This record performance was driven by strong top line results with solid software revenue growth in all regions, resulting in year-over-year total revenue growth of \$2.62 billion. SAP delivered exceptional growth in its key innovation areas SAP HANA, mobile, and the cloud: SAP HANA had an outstanding year, reaching nearly \$527 million for the full year. SAP's mobile business contributed more than \$290 million to software revenue, thus achieving its full-year revenue target. SAP continued to expand its market share in 2012, outpacing the overall software market two-to-one and thus significantly outperforming its main competitors.

- Best ever total revenue performance: Our revenue increased from \$18,464 million in 2011 to \$21,391 million in 2012, representing an increase of \$2,927 million or 14%.
- Exceeding revenue guidance: Software and software-related service revenue increased from \$14,684 million in 2011 to \$17,359 million in 2012, representing an increase of 16%.
- Double-digit software and software-related growth: We experienced another four quarters of double-digit software and software-related (SSRS) growth (non-IFRS) – we have now had 12 consecutive quarters of double-digit SSRS growth.
- Strong contribution from innovations: SAP HANA contributed nearly \$527 million while software and cloud subscriptions revenue grew at 21% (17% at constant currencies), which is twice as fast as our closest competitor.

**Financial Results in Detail**

Financial Highlights – Full-Year 2012

Full-Year 2012						
	IFRS			Non-IFRS		
\$US million, unless otherwise stated	FY 2012	FY 2011	% change	FY 2012	FY 2011	% change
<b>Software revenue</b>	6,142	5,328	13%	6,142	5,328	13%
<b>Support revenue</b>	10,861	9,332	14%	10,873	9,367	14%
<b>Software and software-related service revenue</b>	17,359	14,684	16%	17,466	14,719	17%
<b>Total revenue</b>	21,391	18,464	14%	21,498	18,499	14%
<b>Total operating expenses</b>	-16,031	-12,132	30%	14,623	12,389	16%



RFP Requirement	Deloitte Response					
Operating profit	5,360	6,332	-17%	6,875	6,110	11%
Operating margin (%)	25.1%	34.30%	-27%	32%	33%	-3%
Profit after tax	3,722	4,461	-18%			
Basic earnings per share (€)	3.13	3.75	-18%			
Number of employees (FTE)	64,422	55,765	16%			

**Financial Stability**

SAP has a sustainable business model that has provided ongoing financial stability. Over the past 10 years, our revenues have grown at a compound annual growth rate of 6.7% and our operating income has increased at a rate of 11.6% (compounded annually). The diagram illustrates SAP's solid performance over the past 10 years.

**Financial Reports**

SAP's Annual Reports and quarterly documents for the past years are available at:

<http://www.sap.com/corporate/en/investors/newsandreports/reports/index.epx> Fiscal Year. SAP's fiscal year begins January 1st and ends December 31.

**Credit Rating**

SAP has a sound liquidity situation, minimal debt and a track record of credit worthiness and therefore, we do not have a credit rating from rating agencies such as Standard & Poor's or Moody's. In addition, SAP has not issued corporate bonds on the financial market and does not rely on debt capital to finance the company.



Table C-10. SAP ERP Software Vendor Organization Profile.





C-1  
Mandatory Requirements

C-2  
Bidder and Software Vendor Profiles and Experience Summary

**Tab C – Bidder and Software Vendor Prior Experience**

2.1 Detailed description of the Bidder's organization	2.9 Software references for all proposed products
2.2 Detailed description of the ERP software vendor's organization	2.10 Evidence of scalability
2.3 Detailed description(s) of any third party software vendors' organizations	2.11 User Group description and materials
2.4 Information on any subcontractors to be used	2.12 Bidder Hosting, Managed Services or Single Tenant SaaS Services Experience
2.5 Bidder implementation experience	2.13 Bidder Hosting, Managed Service, or Single Tenant SaaS Services References
2.6 Bidder references for implementation of proposed ERP software	2.14 Bidder Disaster Recovery Services Experience
2.7 Bidder references for implementation of proposed third party software (if any)	2.15 Bidder Disaster Recovery Services References
2.8 Proposed software implementation history	

## 2.3 Detailed Description(s) of any Third Party Software Vendors' Organizations

Attachment C: Page 6

RFP Reference: Attachment C

For any Third party Software Provider included in the proposal, the Bidder should provide the same information listed for the ERP Software Provider in subsection 2.2 above.

The only third party software we are including in the proposal is from Finite Matters for publishing the budget book and CAFR.

### Finite Matters Ltd.

RFP Requirement	Deloitte Response
<b>A. Company Name</b>	<b>Finite Matters Ltd.</b>
<b>B. Software Product Proposed</b>	PatternStream, PatternStream Automated Document System
<b>C. Brief overview of business operations, with an emphasis on ERP related business in the State Government</b>	Finite Matters (FML) first worked with the County of Santa Clara, California beginning in 1999 to publish their FY 2000 Recommended Budget using our PatternStream® application. Since that time, they have worked with numerous states, counties, cities, school districts, counties, and federal agencies to publish more than 80 types of budget, capital improvement program (CIP), and comprehensive annual financial report (CAFR) documents using PatternStream from ERP systems. No other firm has the government data-driven document publishing experience that FML has brought to the market.
<b>D. Date established</b>	September 23, 1991
<b>E. Ownership (public, partnership, subsidiary, etc.)</b>	FML is a "C" Corporation
<b>F. Location in which the Bidder is incorporated</b>	Commonwealth of Virginia



RFP Requirement	Deloitte Response
<b>G. Office location(s) responsible for performance of proposed tasks</b>	2064 River Road West Goochland, Virginia 23063
<b>H. Gross annual sales for last 5 years by year</b>	FML is a closely held Corporation and does not provide financial information.
<b>I. Number of employees in the United States and in total</b>	7
<b>J. Number of employees who provide ERP implementation services</b>	4
<b>K. Full disclosure of any potential conflict of interest</b>	FML has no conflict of interest with the State of Michigan or Deloitte.
<b>L. A Statement of whether, in the last ten years, the Bidder and any officers in their individual or professional capacity or associated with another company have filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.</b>	Neither FML nor any of its officers in their individual or professional capacity or associated with another company have filed or had filed against it any bankruptcy or insolvency proceeding.
<b>M. A Statement of whether there are any pending Securities Exchange Commission investigations involving the Bidder, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Bidder's performance in a Contract under this RFP.</b>	FML is not under investigation by the Securities Exchange Commission.
<b>N. Bidder must disclose any material criminal litigation, investigations or proceedings involving the Bidder (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Bidder (and each Subcontractor) must disclose to the State any material civil litigation, arbitration or proceeding to which Bidder (or, to the extent Bidder is aware, any Subcontractor hereunder) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Bidder or any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against Bidder or, to the extent Bidder is aware, any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement in Bidder's bid response. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as the. Information provided to the State from Bidder's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.</b>	FML is not involved in any material criminal litigation, investigations, or proceedings nor is any of its officers or directors involved in any litigation, investigations, or proceedings under Sarbanes-Oxley.
<b>O. Termination for default is generally the exercise of the Government's contractual right to completely or partially terminate a contract because of the contractor's actual or anticipated failure to perform its contractual obligations. If the Bidder has had a contract terminated for default in the last seven years, Bidder must submit full details below. If the Bidder has not had a contract terminated for default in this period, Bidder must affirmatively state this in the proposal. DTMB-Procurement will evaluate each incident and, at its sole discretion, may reject Bidder's proposal. Note: If the Bidder has had a contract terminated for default in this period, the Bidder must submit full details including the other party's name, address, and phone number DTMB-Procurement will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.</b>	FML has not had a Government contract completely or partially terminated in the past seven years.
<b>P. Full disclosure of any criminal or civil offense</b>	FML nor any of its officers are not part of or been charged in any criminal or civil offense.
<b>Q. Statements of financial stability indicating that the Software Provider has the financial capacity to provide the entire solution, and that the Software Provider has adequate resources to continue as an ongoing concern.</b>	FML is a closely held Corporation and does not provide financial information. FML is financially stable and has been providing products and services to private and State Government clients since 1991.

**Table C-11. Finite Matters Third Party Vendor Profile.**



## 2.4 Information on Any Subcontractors to Be Used

Attachment C: Page 6

RFP Reference: Attachment C

For each Subcontractor included in the proposal, the Bidder must provide the following information:

- A. Company Name
- B. A description of the role, number of personnel to be provided; and level of involvement proposed for the Subcontractor
- C. Percentage of total contract value to be subcontracted
- D. Brief overview of business operations, with an emphasis on ERP related business in the State Government
- E. Date established
- F. Ownership (public, partnership, subsidiary, etc.)
- G. Location in which the Subcontractor is incorporated
- H. Gross annual sales for last 5 years by year
- I. Office location(s) responsible for performance of proposed tasks (include State and City)
- J. Number of employees in the United States and in total
- K. Number of employees who provide implementation services for each proposed software product
- L. A Statement of whether, in the last ten years, the subcontractor and any officers in their individual or professional capacity or associated with another company have filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details
- M. A Statement of whether there are any pending Securities Exchange Commission investigations involving the Subcontractor, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Subcontractor's performance in a Contract under this RFP
- N. Bidder must disclose any material criminal litigation, investigations or proceedings involving the Subcontractor or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Bidder must disclose to the State any material civil litigation, arbitration or proceeding to which each proposed Subcontractor is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement in Bidder's bid response. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as the. Information provided to the State from the Subcontractor's publicly filed documents referencing its material litigation will be deemed to satisfy the



requirements of this Section

- O. Termination for default is generally the exercise of the Government's contractual right to completely or partially terminate a contract because of the contractor's actual or anticipated failure to perform its contractual obligations. If the Subcontractor has had a contract terminated for default in the last seven years, Bidder must submit full details below. If the Subcontractor has not had a contract terminated for default in this period, Bidder must affirmatively state this in the proposal. DTMB-Procurement will evaluate each incident and, at its sole discretion, may reject Bidder's proposal. Note: If the Subcontractor has had a contract terminated for default in this period, the Bidder must submit full details including the other party's name, address, and phone number DTMB-Procurement will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience
- P. Full disclosure of any criminal or civil offense
- Q. Statements of financial stability indicating that the Subcontractor has the financial capacity to provide the entire solution, and that the subcontractor has adequate resources to continue as an ongoing concern

Bidder should include a copy of the teaming agreement or subcontracting agreement between the Bidder and each Subcontractor. If the Subcontractor is providing five (5) or fewer staff in the proposal only subcontractor name, role, and number of staff provided to the proposed project team must be provided.

In an engagement of this scope and duration, it is important to align our team with outstanding subcontractors that bring the required expertise and capabilities to deliver the work. Beyond delivering the work at hand, we have also found that we have the opportunity to work with local companies to achieve longer lasting economic development objectives through growing businesses and employment. In selecting our subcontractors for the MI ERP Project, we focused on six criteria to identify those companies that best fit on the Deloitte team. We looked for companies that met one or many of the criteria:

- Proven capability delivering SAP ERP Projects with state governments
- Prior experience working with the State of Michigan
- Competency in the project roles where assigned
- Commitment to invest in building a long-term relationship to serve the State of Michigan
- Contribute to growing the Michigan economy through local jobs and business growth
- Prior experience having worked with Deloitte to serve other clients

Deloitte plans to subcontract with 11 companies to deliver the MI ERP Project. A project of this size and complexity requires many niche areas of expertise to do the job. Deloitte has demonstrated experience as a prime contractor managing multiple subcontractors; this is what we do well as a large systems integrator. An example of where we have done it very successfully in Michigan is on the implementation of the Bridges project with DTMB and DHS.

Each subcontractor is listed in the table below, highlighting how they demonstrate meeting the criteria. Each company meets one or many of the criteria above, and in total, our team represent each of these attributes. The result is a team that has the required capabilities to deliver the project with you, a team that knows the State and how to work in your environment, a team that cares about the long-term relationship it has with the State, a team that is passionate about the competencies they bring in their respective roles, and a team that delivers a meaningful direct and indirect impact to the local Michigan economy.



Subcontractor	Criteria for being selected for the Deloitte Team	Scope of Work on the MI ERP Project
	<ul style="list-style-type: none"> <li>Secure-24 has provided SAP hosting services for 12 years – it started in business providing this exact service</li> <li>Secure-24 currently provides SAP hosting services to Central Michigan University, and to other local commercial clients in the state</li> <li>Secure-24 has actively engaged to provide services to the State of Michigan over the last few years, including as a subcontractor to Deloitte on the MICAM project</li> <li>Secure-24 is a local Michigan company with headquarters in Southfield, Michigan, with 400 employees</li> <li>Deloitte and Secure-24 have worked together to provide hosting for SAP clients, and three state government clients (Washington, Illinois, and Michigan)</li> </ul>	<ul style="list-style-type: none"> <li>Secure-24 will provide SAP hosting and managed services, and the primary data center is located in Plymouth, Michigan</li> </ul>
	<ul style="list-style-type: none"> <li>Dewpoint brings significant experience working with State for more than 10 years, and expertise in the State's SUITE methodology and technology architecture and standards</li> <li>Dewpoint is a local Michigan business, with headquarters in Lansing, employing more than 70 professionals</li> <li>Deloitte and Dewpoint have explored opportunities to serve the State for the last four years. We are excited about the alignment the MI ERP Project brings for our organizations to work together</li> </ul>	<ul style="list-style-type: none"> <li>Dewpoint will provide services to assist Deloitte in project management, business analysis, technical architecture, database administration, technical writing, testing, and training</li> </ul>
	<ul style="list-style-type: none"> <li>TEKsystems established its dedicated ERP practice in 2009, has worked with four states providing ERP services, and has developed a deep bench of SAP practitioners</li> <li>TEKsystems has long served the State of Michigan for 13 years, and today has more than 30 professionals working across numerous technology projects with DTMB</li> <li>TEKsystems has been working to serve Michigan clients for 20 years, with 900 consultants in Michigan, 90% of whom are residents</li> <li>TEKsystems deploys a local staffing model to hire and place local expertise on its engagements, from new graduates to experienced professionals</li> <li>Deloitte and TEKsystems have enjoyed a strong working relationship for more than 10 years serving government and commercial sector clients, including the State of Michigan. Most recently this included our work together to successfully deliver Bridges with DHS and DTMB</li> </ul>	<ul style="list-style-type: none"> <li>TEKsystems will provide staffing services for SAP technical and functional roles</li> </ul>
	<ul style="list-style-type: none"> <li>SAP Public Services* has worked with five State Government clients to implement SAP Budget (PBF), including the cities of San Diego and San Antonio, and U.S. Custom and Border Protection</li> <li>SAP has successfully delivered services to the State on the MIITAS Treasury project to support its SAP implementation for tax and revenue management</li> <li>SAP and Deloitte have worked together to serve multiple State and Government entities over the last 20 years, including Michigan on the MIITAS Treasury project today</li> <li>SAP has demonstrated a long standing commitment to serve the State, including the use of SAP Business Objects as the State standard for reporting software</li> <li>SAP has developed the University Alliance Program with a number of Michigan institutions of higher learning, training 4,800 students each semester in Michigan</li> </ul>	<ul style="list-style-type: none"> <li>SAP will provide services to assist in the implementation of the SAP Budget (PBF)</li> </ul>



Subcontractor	Criteria for being selected for the Deloitte Team	Scope of Work on the MI ERP Project
	<ul style="list-style-type: none"> <li>• Finite Matters* offers the leading product, PatternStream, for budget and CAFR document publishing</li> <li>• 9 Federal, 6 Transit, 17 County, 19 State and 7 School Districts have implemented PatternStream to support their budget process</li> </ul>	<ul style="list-style-type: none"> <li>• Deloitte will license PatternStream from Finite Matters, and Finite Matters will provide assistance with product installation and training services</li> </ul>
	<ul style="list-style-type: none"> <li>• Quantum Qube* had expertise in implementing SAP Public Budget Formulation (PBF)</li> </ul>	<ul style="list-style-type: none"> <li>• Quantum Qube will provide a senior experienced SAP Public Budget Formulation (PBF) resource</li> </ul>
	<ul style="list-style-type: none"> <li>• Infor* software is currently used by the State for its HR/payroll system</li> <li>• Deloitte professionals and Infor professionals have worked together in the state sector to implement ERP Projects and budgeting solutions</li> </ul>	<ul style="list-style-type: none"> <li>• Infor is providing Quality Assurance reviews for the integration between SAP and HRMN system, including the implementation of SAP Public Budget Formulation (PBF) that Infor professionals have first-hand experience implementing</li> </ul>
	<ul style="list-style-type: none"> <li>• K2 Consulting* has expertise in State Government budgeting, including supporting the implementation of SAP for the Commonwealth of Pennsylvania</li> </ul>	<ul style="list-style-type: none"> <li>• K2 Consulting will provide a senior State Government budget functional resource</li> </ul>
	<ul style="list-style-type: none"> <li>• Celerian Consulting* brings experience with State Government SAP implementations, having supported and implemented SAP with the State of Louisiana since 2003, and work with the cities of Houston and Portland</li> <li>• Deloitte and Celerian Consulting partnered together in proposing to the State of Louisiana</li> </ul>	<ul style="list-style-type: none"> <li>• Celerian Consulting will provide experienced State Government SAP functional and functional lead roles</li> </ul>
	<ul style="list-style-type: none"> <li>• NDS Integrators* is small firm specializing in implementing SAP with State Government clients</li> <li>• NDS designs, implements and supports specific solutions for Public Sector organizations in the areas of grants accounting, federal aid funding and billing, fund Accounting, integration, treasury, interface and reporting solutions</li> <li>• Deloitte professionals and NDS integrators have worked together before on projects in North Carolina, South Carolina, and Gwinnet County (Georgia)</li> </ul>	<ul style="list-style-type: none"> <li>• NDS Integrators will provide a resource for Federal highway billing</li> </ul>
	<ul style="list-style-type: none"> <li>• NTT DATA* is a leading global provider of SAP life cycle services spanning key industry segments for both midsize and large enterprises</li> <li>• NTT DATA has an existing relationship with the State, working with DTMB and the Department of Transportation (MDOT) to provide technology services</li> <li>• As part of NTT DATA's strategy to continue accelerating its global business growth, the acquisition of Optimal will fortify NTT DATA's existing North American SAP consulting, deployment and application management business which has been experiencing double-digit growth</li> </ul>	<ul style="list-style-type: none"> <li>• NTT DATA will provide services to assist in the implementation of the SAP Budget (PBF)</li> </ul>

\* Denotes subcontractors that plan to provide fewer than five resources.


**Table C-12. The Deloitte Team of subcontractors that will work together as one team with Deloitte as the Prime.**

Deloitte is pleased to have assembled this team of recognized leaders and professionals to work with the State to implement the ERP Project. We are confident we have brought the required expertise to the table and at the same time created a team with the greatest long-term value to the State.



The following table is additional information for each subcontractor. This includes the detailed information for each subcontractor that is providing five or more resources, which is Secure-24, Dewpoint, and TEKsystems, and summary information only (as requested in the RFP) for the remaining subcontractors.

## Secure-24

RFP Requirement	Deloitte Response
<b>A. Company Name</b>	
<b>B. A description of the role, number of personnel to be provided; and level of involvement proposed for the Subcontractor</b>	<p>Secure-24 will provide the managed hosting services for the State of Michigan’s SAP environment—providing services from the primary data center production facility in Plymouth, Michigan, and the secondary disaster recovery facility in Las Vegas, Nevada. Included in hosting managed services are network support, security services, backup and storage, disaster recovery, database administration, operating system and database patching, 24x7x365 monitoring, capacity and configuration management, change and incident management, and help desk services.</p> <p>As a managed hosting provider, Secure-24 supports customers with a team-based support model, rather than dedicated personnel.</p>
<b>C. Percentage of total contract value to be subcontracted</b>	Final contract value to be determined. Secure-24 will be the primary subcontractor providing hosting and disaster recovery services, which is a significant part of the total services and will be part of a separate contract between the State and Deloitte, with Secure-24 as the subcontractor.
<b>D. Brief overview of business operations, with an emphasis on ERP related business in the State Government</b>	<p>Headquartered in Southfield, Michigan, Secure-24 provides managed hosting and private cloud computing to support the IT needs of State Government entities as well as large enterprise and middle-market companies. Secure-24’s core business is predicated on managed hosting and data center operations—supporting over 180 hosted customers. They currently operate three data centers in southeast Michigan, as well as a state-of-the-art facility in Las Vegas, Nevada, to provide geographic diversity to its clients.</p> <p>Secure-24 is a hosting and managed services provider with a focus on hosting complex, business-critical ERP applications, including SAP. SAP Hosting is a foundational component of their hosting practice, and its experience allows it to understand the complexities involved in hosting ERP applications. To this end, they have created both a data center infrastructure and an organizational model that enables it to provide the highest levels of customer support. As an SAP Certified Hosting and Cloud Provider with expertise in hosting complex SAP landscapes in their highly compliant data centers, Secure-24 designs SAP architectures that incorporate industry leaders such as Cisco UCS, Juniper Networks, VMware and Brocade. To support these environments, they have teams of engineers dedicated to all aspects of the hosted environment: from the servers, to network and SAN, through OS and database and SAP Basis support. All of Secure-24’s premier data centers have Tier III or higher ratings and offer a complete range of managed services. Every component of the facilities’ physical infrastructure is built to exceed the most stringent requirements, including HIPAA, PCI, IRS 1075, Sarbanes-Oxley, Gramm-Leach-Bliley, and SSAE 16. The centers are fully redundant and have resilient connections to power utilities and a diverse Tier 1 carrier network, which provides customers with high levels of reliability and performance.</p> <p>Secure-24 provides managed SAP hosting for more than 42 global clients—these environments total over 850 SAP instances, with 300 production instances. They have managed numerous SAP migrations and implementations—including new, homogenous and heterogeneous, which requires an SAP certification. Secure-24 supports a wide range of SAP installations, from a small number of servers to hundreds of servers. They currently support over 875 TB of SAP data and 50,000 SAP users worldwide. Major SAP customers include City of Dallas, Kiewit Corporation, Shire Pharmaceuticals, ThyssenKrupp USA, Cristal Global, BASF, Dolby, Century Aluminum, among others. Our portfolio of clients includes numerous state and local governmental entities, including the State of Illinois; State of Washington; Wayne County, Michigan; Sonoma County, California; the City of Dallas, Texas; and Newport News, Virginia. Secure-24 also provides managed hosting and data center services to Central Michigan University. Secure-24 can leverage this breadth of experience with providing services to State of Michigan, including our ITIL operational processes, stringent regulatory compliance adherence and technical competency with managing large State Government installations.</p>
<b>E. Date established</b>	2001
<b>F. Ownership (public, partnership, subsidiary, etc.)</b>	Privately owned LLC
<b>G. Location in which the Subcontractor is incorporated;</b>	State of Michigan



RFP Requirement	Deloitte Response
<b>H. Gross annual sales for last 5 years by year</b>	Secure-24 is a privately held company and as such does not publish financial data. If required, Secure-24 will provide requisite financial data to the State of Michigan in a non-public forum.
<b>I. Office location(s) responsible for performance of proposed tasks (include State and City)</b>	Secure-24 Headquarters, Southfield, Michigan Secure-24 Michigan Data Center, Plymouth, Michigan Secure-24 Western Data Center, Las Vegas, Nevada
<b>J. Number of employees in the United States and in total</b>	400 total employees, and 365 in the United States
<b>K. Number of employees who provide implementation services for each proposed software product.</b>	232 for SAP
<b>L. A Statement of whether, in the last ten years, the subcontractor and any officers in their individual or professional capacity or associated with another company have filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details;</b>	No. Neither the subcontractor nor its officers have filed bankruptcy or insolvency proceedings, nor have they been officers of a company that has filed.
<b>M. A Statement of whether there are any pending Securities Exchange Commission investigations involving the subcontractor, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the subcontractor's performance in a Contract under this RFP</b>	There are no pending Securities Exchange Commission investigations involving Secure-24.
<b>N. Bidder must disclose any material criminal litigation, investigations or proceedings involving the Subcontractor or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Bidder must disclose to the State any material civil litigation, arbitration or proceeding to which each proposed Subcontractor is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement in Bidder's bid response. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as the. Information provided to the State from the Subcontractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section;</b>	There are no such material proceedings, litigation or investigations pending.
<b>O. Termination for default is generally the exercise of the Government's contractual right to completely or partially terminate a contract because of the contractor's actual or anticipated failure to perform its contractual obligations. If the Subcontractor has had a contract terminated for default in the last seven years, Bidder must submit full details below. If the Subcontractor has not had a contract terminated for default in this period, Bidder must affirmatively state this in the proposal. DTMB-Procurement will evaluate each incident and, at its sole discretion, may reject Bidder's proposal. Note: If the Subcontractor has had a contract terminated for default in this period, the Bidder must submit full details including the other party's name, address, and phone number DTMB-Procurement will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience;</b>	Secure-24 has been involved in good faith business disputes of a type and nature that typically arise in the ordinary course of business, and from time to time, these have resulted in a termination of the relevant contract. There are no pending disputes or threatened terminations that, if decided unfavorably to Secure-24, would have a material, adverse effect on the ability of Secure-24 to perform its obligations in accordance with any contract resulting from this proposal.






RFP Requirement	Deloitte Response
<b>P. Full disclosure of any criminal or civil offense</b>	Secure-24 does not have any criminal or civil offenses.
<b>Q. Statements of financial stability indicating that the Subcontractor has the financial capacity to provide the entire solution, and that the subcontractor has adequate resources to continue as an ongoing concern.</b>	
Secure-24 is in sound financial condition and has sufficient financial reserves to perform the requirements stated in this RFP.	

**Table C-13. Secure-24 Subcontractor Detailed Profile.**

## Dewpoint

Dewpoint is a Michigan-headquartered IT company that specializes in consulting and staff augmentation services. Dewpoint has been in business serving both commercial and government clients for the past 17 years. Dewpoint has a loyal base of clients across the State from Grand Rapids, to Lansing, to Detroit who rely on Dewpoint’s technical and project management skill sets. On the western side of the State, Dewpoint’s primary clients include Zimmer and Herman Miller, in mid-Michigan Dewpoint provides continual support to the Accident Fund, Sparrow Health System, and Michigan Millers, and in the Detroit area, Dewpoint has provided services support to Comerica and have recently been selected to implement an Identity Management solution for AAA.

Dewpoint has a very strong Government Practice that has worked with many State of Michigan departments to provide development, project management and PCO support. In addition, Dewpoint has a very positive track record with local government – the highlights of which includes successful projects with the following clients: City of Lansing, Lansing Board of Water and Light, City of Carmel, Ingham County, and Ottawa County.

RFP Requirement	Deloitte Response
<b>A. Company Name</b>	
<b>B. A description of the role, number of personnel to be provided; and level of involvement proposed for the Subcontractor</b>	
Dewpoint’s scope within Implementation Services will be to assist with the delivery in the areas of Project Management, Business Analytics, Technical Architecture, Database Administration, Technical Writing, Testing, and Training. Deloitte will bring the ERP Public Sector experience to the project, and it will be Dewpoint’s role to confirm that this experience and the methodologies that govern it are aligned to the Project Management and Architectural standards of DTMB. The exact number of personnel is to be determined at this time. Upon project start up activities, the final number will be confirmed which will be consistent with achieving a participation of 5-10% of the Implementation Services contract.	
<b>C. Percentage of total contract value to be subcontracted</b>	5-10% of implementation services
<b>D. Brief overview of business operations, with an emphasis on ERP related business in the State Government</b>	
Dewpoint is currently providing governance and oversight to many large State Government IT initiatives	
<b>E. Date established</b>	1996
<b>F. Ownership (public, partnership, subsidiary, etc.)</b>	Corporation




RFP Requirement	Deloitte Response	
<b>G. Location in which the Subcontractor is incorporated;</b>	Michigan	
<b>H. Gross annual sales for last 5 years by year</b>	<b>Year</b>	<b>Revenue</b>
	<b>2012</b>	\$31.8 million
	<b>2011</b>	\$30.5 million
	<b>2010</b>	\$32.1 million
	<b>2009</b>	\$33.0 million
	<b>2008</b>	\$41.2 million
<b>I. Office location(s) responsible for performance of proposed tasks (include State and City)</b>	1921 East Miller Road Suite B Lansing, MI 48911	
<b>J. Number of employees in the United States and in total</b>	70 employees, all of which are in the United States	
<b>K. Number of employees who provide implementation services for each proposed software product.</b>	Dewpoint has six consulting practitioners skilled in SAP, and will provide additional services beyond core ERP products – project management, business analysis, testing, and technical architecture to name a few areas	
<b>L. A Statement of whether, in the last ten years, the subcontractor and any officers in their individual or professional capacity or associated with another company have filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details;</b>	<p>In the last ten years, neither Dewpoint nor any of its officers have officers in their individual or professional capacity or associated with another company have filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors.</p>	
<b>M. A Statement of whether there are any pending Securities Exchange Commission investigations involving the subcontractor, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the subcontractor’s performance in a Contract under this RFP</b>	<p>There are no pending Securities Exchange Commission investigations involving Dewpoint.</p>	
<b>N. Bidder must disclose any material criminal litigation, investigations or proceedings involving the Subcontractor or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Bidder must disclose to the State any material civil litigation, arbitration or proceeding to which each proposed Subcontractor is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement in Bidder’s bid response. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as the. Information provided to the State from the Subcontractor’s publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section;</b>	<p>There are no material criminal litigation, investigations or proceeding involving Dewpoint.</p>	
<b>O. Termination for default is generally the exercise of the Government’s contractual right to completely or partially terminate a contract because of the contractor’s actual or anticipated failure to perform its contractual obligations. If the Subcontractor has had a contract terminated for default in the last seven years, Bidder must submit full details below. If the Subcontractor has not had a contract terminated for default in this period, Bidder must affirmatively state this in the proposal. DTMB-Procurement will evaluate each incident and, at its sole discretion, may reject Bidder’s proposal. Note: If the Subcontractor has had a contract terminated for default in this period, the Bidder must submit full details including the other party’s name, address, and phone number DTMB-Procurement will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience;</b>	<p>Dewpoint has not had a contract terminated for default in the last seven years.</p>	



RFP Requirement	Deloitte Response
<b>P. Full disclosure of any criminal or civil offense</b>	Dewpoint has no criminal or civil offense
<b>Statements of financial stability indicating that the Subcontractor has the financial capacity to provide the entire solution, and that the subcontractor has adequate resources to continue as an ongoing concern.</b>	
Dewpoint has conducted business since 2006 without any disruptions to our client's business due to financial instability. Dewpoint has continued to grow as our client's needs have expanded. Our internal talent pool combined with our reach into the local IT community, has permitted Dewpoint to consistently provide qualified resources to our clients on a timely basis.	

**Table C-14. Dewpoint Subcontractor Detailed Profile.**

## TEKsystems

RFP Requirement	Deloitte Response
<b>A. Company Name</b>	
<b>B. A description of the role, number of personnel to be provided; and level of involvement proposed for the Subcontractor</b>	
TEKsystems will be responsible for providing both functional and technical SAP resources onsite in Lansing. TEKsystems will leverage the capacity of its 1,500 U.S. IT Recruiters and its pool of SAP resource to confirm that the project has the necessary resources to confirm success. Access to high demand resources is critical to any ERP implementation and TEKsystems reach into the IT labor pool will confirm that the Deloitte team has access to critical resources throughout the project life cycle. TEKsystems is estimating 5 to 10 staff members will be assigned to this project.	
<b>C. Percentage of total contract value to be subcontracted</b>	Final amount is to be determined. TEKsystems will be the primary subcontractor to provide technical SAP resources to the team, and functional resources where not provided by other niche SAP consulting subcontractors identified on the team.
<b>D. Brief overview of business operations, with an emphasis on ERP related business in the State Government</b>	
<p>TEKsystems is the largest staffing services company in the United State at \$3.5 billion in annual revenue. We have done this by consistently attracting and retaining critical IT talent for customers across a wide range of technologies and industries. TEKsystems will leverage both its ERP practice and its Government Services vertical teams to continue serving Deloitte and the State of Michigan. TEKsystems currently has over 500 ERP consultants and do work with 45 state governments.</p> <p>TEKsystems ERP practice was formed in 2009 with the goal of delivering high demand resources to critical projects. With an international reach to top talent, a virtual bench of more than 10,000 seasoned ERP professionals and a proven process to qualify and deliver its services, TEKsystems is a leading ERP staffing and services provider in the industry.</p> <ul style="list-style-type: none"> <li>• National reach with local market knowledge</li> <li>• Nearly 30 years of workforce planning experience addressing gaps in skills, experience and capacity</li> <li>• Dedicated ERP recruiting team and resource network of over 10,000 seasoned ERP professionals</li> <li>• Proprietary screening augmented by expert ERP practitioners</li> <li>• Highly cost-competitive services</li> </ul> <p>TEKsystems Government Services has been supporting State Government clients since 2003 and currently deploys over 6,000 technical professionals a year to Federal, State and Local clients annually. In 2013 TEKsystems supported projects for 42 State Governments including over a dozen different programs and indicatives in the State of Michigan. Our local recruiting teams, in Lansing, Grand Rapids, and Detroit, focus on networking with Michigan based talent to help reduce costs and improve retention.</p> <p>TEKsystems has experience supporting Public Sector ERP programs in Michigan, Florida, and Kentucky. Our role has been to deliver key resources either directly or through our partners like Deloitte.</p> <p>In 2011 TEKsystems developed a SAP workforce planning model for the Commonwealth of Kentucky that resulted in the Commonwealth saving over \$3 Million annually in SAP maintenance costs and improved the retention rate for SAP resources. TEKsystems currently has 12 resources supporting technical and functional roles on Kentucky's SAP support team.</p>	
<b>E. Date established</b>	1983
<b>F. Ownership (public, partnership, subsidiary, etc.)</b>	Privately Held



RFP Requirement	Deloitte Response	
<b>G. Location in which the Bidder is incorporated</b>	Baltimore, Maryland	
<b>H. Gross annual sales for last 5 years by year</b>	<b>Year</b>	<b>Revenue</b>
	2012	\$3.2 billion
	2011	\$2.9 billion
	2010	\$2.6 billion
	2009	\$2.2 billion
	2008	\$2.5 billion
<b>I. Office location(s) responsible for performance of proposed tasks (include State and City)</b>	3940 Peninsular Dr. SE Grand Rapids, MI 49546	
<b>J. Number of employees in the United States and in total</b>	3,836 US, and 4,242 Total	
<b>K. Number of employees who provide implementation services for each proposed software product.</b>	514 current SAP implementation resources	
<b>L. A Statement of whether, in the last ten years, the subcontractor and any officers in their individual or professional capacity or associated with another company have filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details;</b>		
TEKsystems, Inc. has not filed (or had filed against us) bankruptcy or insolvency procedure.		
<b>M. A Statement of whether there are any pending Securities Exchange Commission investigations involving the subcontractor, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the subcontractor's performance in a Contract under this RFP</b>		
TEKsystems, Inc. is not involved in an investigation by the Securities Exchange Commission.		
<b>N. Bidder must disclose any material criminal litigation, investigations or proceedings involving the Bidder (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Bidder (and each Subcontractor) must disclose to the State any material civil litigation, arbitration or proceeding to which Bidder (or, to the extent Bidder is aware, any Subcontractor hereunder) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Bidder or any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against Bidder or, to the extent Bidder is aware, any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement in Bidder's bid response. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as the. Information provided to the State from Bidder's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section</b>		
While TEKsystems is not involved in any litigation that individually or in the aggregate impairs the company's ability to conduct business or perform its obligations, as with any company of this size, TEKsystems is involved in litigation in the ordinary course of its business. If your company requires further information, TEKsystems is willing to supplement this response with a list of pending litigation. For this information, please contact Frank Buckley, TEKsystems' Assistant General Counsel, at (410) 579-3534.		
<b>O. Termination for default is generally the exercise of the Government's contractual right to completely or partially terminate a contract because of the contractor's actual or anticipated failure to perform its contractual obligations. If the Bidder has had a contract terminated for default in the last seven years, Bidder must submit full details below. If the Bidder has not had a contract terminated for default in this period, Bidder must affirmatively state this in the proposal. DTMB-Procurement will evaluate each incident and, at its sole discretion, may reject Bidder's proposal. Note: If the Bidder has had a contract terminated for default in this period, the Bidder must submit full details including the other party's name, address, and phone number DTMB-Procurement will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience</b>		



RFP Requirement	Deloitte Response
	TEKsystems, Inc. has not had a contract terminated for default.
<b>P. Full disclosure of any criminal or civil offense</b>	TEKsystems has no criminal or civil offense
<b>Q. Statements of financial stability indicating that the subcontractor has the financial capacity to provide the entire solution, and that the subcontractor has adequate resources to continue as an ongoing concern.</b>	<p>While TEKsystems is a private company that traditionally does not release our financial information, we would like to share as much information as possible to demonstrate our stability and financial strength. Accordingly, TEKsystems is a flagship operating company of Allegis Group Inc., an organization with 30 years of experience in human capital management, and is currently ranked the largest staffing company in the United States and the 6th largest staffing company worldwide. An IT services provider for 16 years, TEKsystems totals over \$3 billion in annual revenue. TEKsystems has minimal debt, and maintains an exemplary 5A2 credit rating through Dun and Bradstreet.</p>

**Table C-15. TEKsystems Subcontractor Detailed Profile.**

Attachment C: Page 7	RFP Reference: Attachment C
Bidder should include a copy of the teaming agreement or subcontracting agreement between the bidder and each subcontractor. If the Subcontractor is providing five (5) or fewer staff in the proposal only subcontractor name, role, and number of staff provided to the proposed project team must be provided.	

Presented on the following pages are redacted Teaming Agreements for three subcontractors that will provide greater than five resources to Deloitte. They are:

- Secure-24
- Dewpoint
- TEKsystems

Following the Teaming Agreements, we have included additional information on the subcontractors that are providing less than five resources.





## Teaming Agreement with Secure-24

# Deloitte®

Deloitte Consulting LLP

### TEAMING AGREEMENT

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**THIS AGREEMENT** is made as of this 26th day of November 2013, by and between Deloitte Consulting LLP, a Delaware limited liability partnership ("Deloitte Consulting"), and Secure-24, LLC a limited liability corporation ("Company").

The State of Michigan (hereinafter referred to as the "Client") has requested responses to a request for proposal (hereinafter referred to as the "Request"), for the purpose of a state-wide Enterprise Resource Planning system (hereinafter referred to as the "Services") and the parties wish to combine their efforts to respond to the Request and further to enter into an agreement under which the parties will perform services pursuant to any contract awarded by Client.

This Agreement defines the rights and responsibilities of the parties hereto in connection with the foregoing:

1. The sole purpose of this Agreement is to submit a proposal to Client in response to the Request (hereinafter referred to as the "Proposal") and to receive a contract award from Client and to enter into an agreement with Client (hereinafter referred to as the "Prime Contract") to provide services as set forth in the Proposal and, in turn, to have Prime (as hereinafter defined) enter into a contract with Subcontractor (as hereinafter defined) to provide a portion of those Services of the nature and to the extent set forth in Exhibit A hereto. This Agreement relates only to the Proposal.

It is understood and agreed by the parties hereto that Deloitte Consulting shall be prime contractor (hereinafter referred to as the "Prime") and Company shall be a subcontractor (hereinafter referred to as the "Subcontractor") under any contract to be awarded pursuant to the Proposal (including any subsequent and related awards for work). The parties hereto shall be deemed to be independent contractors, and the personnel of one shall not be deemed to be personnel of the other. Neither party shall act as the agent of the other, nor shall either party have the authority, or represent that it has the authority, to bind the other party.

Except as provided in this Agreement, neither party to this Agreement shall be precluded from participating in or contracting for any goods or services, including, without limitation, any goods or services, whether for governmental or non-governmental individuals or entities, which may arise in the general area of business related to the Proposal.

2. In an effort to achieve the objective set forth in the first sentence of Section 1 hereof, Prime and Subcontractor agree to cooperate fully with each other. Prime will furnish Subcontractor with a copy of the Request. Subcontractor's role as subcontractor, including, as applicable, participation in the management of work performed under the Prime Contract, shall be defined in the Proposal.
3. Subcontractor shall assist Prime in the preparation of the Proposal by supplying, in a timely fashion, such personnel, information (including, without limitation, all cost information), resumes and other materials as may be reasonably requested by Prime, including any and all exceptions Subcontractor may have to the terms and conditions of the Request applicable to Subcontractor's scope, a draft Statement of Work and a draft Service Level Agreement.
4. Each of the parties hereto shall bear the costs of its own efforts for the preparation of the Proposal.
5. All communications with Client pertaining to the Request (and the Prime Contract) shall be made through Prime, unless otherwise expressly authorized by Prime. In the event that Subcontractor is called upon by Client concerning the Proposal, Subcontractor shall promptly notify Prime thereof. Any information submitted to Client in the response to or relating to the Request, concerning the services to be provided by Subcontractor shall not be submitted to Client without the approval of Subcontractor, which approval need not be in writing and shall be deemed to have been given by the cooperation of Subcontractor's personnel or agents in the preparation of those portions of the Proposal which concern the services to be provided by Subcontractor.

DC LLP Teaming Agreement (4/07)



## Teaming Agreement with Secure-24 (Continued)

6. Subcontractor shall be available for consultation with Prime during any negotiations with Client regarding the Proposal and the Prime Contract, and shall promptly respond to Prime's requests for information in support of negotiations.
7. Each party ("Disclosing Party") may disclose to the other ("Recipient") certain proprietary and confidential information ("Information"). Information shall not include any third party proprietary or confidential information except when such third party information has been embedded in a party's tools and methodology.
  - a. Recipient agrees to maintain the Information of the Disclosing Party in confidence, using at least the same degree of care as it uses in maintaining as secret its own trade secret, confidential and proprietary information, but always at least a reasonable degree of care.
  - b. Disclosing Party agrees that Recipient shall have no obligation under the provisions of this Section 7 with respect to any Information which:
    1. is now or hereafter becomes publicly known other than through a breach hereof,
    2. is disclosed to Recipient by a third party that Recipient reasonably believes is legally entitled to disclose such information,
    3. is known by Recipient prior to its receipt of the Information without any obligation of confidentiality with respect thereto,
    4. is disclosed with the Disclosing Party's written consent,
    5. is disclosed by the Disclosing Party to a third party without the same or similar restrictions as set forth herein,
    6. is required to be disclosed by Recipient by a court of competent jurisdiction, administrative agency or governmental body, or by law, rule or regulation, or by applicable regulatory or professional standards, or
    7. is disclosed by Recipient in connection with any judicial or other legal proceeding involving the Services or this Agreement.
  - c. Recipient shall limit access to Information received from the Disclosing Party to only those personnel of Recipient who have need of such access for preparation of the Proposal and performance of any subsequently awarded Prime Contract or Subcontract as contemplated hereby.
  - d. Disclosing Party shall retain title to all forms of the Information, such as written documentation, delivered pursuant to this Agreement, and all copies thereof. Except as may be required for the preparation of the Proposal, Recipient shall not copy or reproduce, in whole or in part, any Information or summarize or make extracts of Information without written authorization of Disclosing Party.
  - e. Information shall be used by Recipient only for purposes of fulfilling its obligations under this Agreement and any Prime Contract or Subcontract. Without limiting the immediately preceding sentence, Information shall not be used by Recipient to invent, create, modify, adapt or manufacture any hardware or software or other products or services which would or could compete with or be used in lieu of the Disclosing Party's hardware or software or other products or services, whether under the Subcontract or otherwise.
  - f. Except as expressly provided in this Agreement, Disclosing Party grants no license, right or interest to Recipient under any copyrights, patents, trademarks, trade secrets or other property rights of Disclosing Party by reason of the disclosure of the Information.
  - g. Upon termination of this Agreement or on written request of Disclosing Party, Recipient shall promptly return or destroy all tangible Information and copies thereof, except that the Recipient may retain one copy of such Information as part of its workpapers in accordance with applicable professional standards.
8. Except with the consent of the other party, which consent shall not be unreasonably withheld, during the term of this Agreement, the parties shall not actively participate in efforts with third parties that are competitive with efforts under this Agreement or compete independently for work covered by the Request. The term "actively participate" includes, without limitation, the interchange of technical data with third parties and the making





## Teaming Agreement with Secure-24 (Continued)

available, allowing the use of, or offering the use of services of a party's personnel, in each case to prepare a proposal with a third party in response to the Request or to provide the Services or any portion thereof. Notwithstanding the foregoing, Subcontractor expressly understands and agrees that (i) Prime may enter into agreements with other individuals or entities under which such other individuals or entities would provide products and services under the Prime Contract, and (ii) this Agreement shall not be construed as precluding either party from selling its standard commercially available products to competing bidders.

9. Unless otherwise agreed to in writing by the parties hereto, both parties hereto agree that during the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement, each party agrees that its personnel (in their capacity as such) who had direct and substantive contact in the course of the Proposal efforts with personnel of the other party shall not, without the other party's consent, directly or indirectly employ, solicit, engage or retain the services of such personnel of the other party. This Section 9 shall not restrict the right of either party to (i) solicit the employment of personnel of the other party after such personnel have separated or have been separated from the service of such party for a period of six months or more, provided that the hiring party did not solicit such separation, or (ii) solicit or recruit generally in the media.
10. The parties hereto agree to abide by all applicable federal, state and local laws, including but not limited to, lobbying registration and reporting, gifts and entertainment, and other ethics laws and all rules and regulations issued in conjunction with such laws.
11. In the event of the Prime Contract award to Prime, the parties shall provide services and deliverables (including, where appropriate, support for each other) consistent with the commitments shown in the Proposal and in Exhibit A.
12. Provided that work requirements are available under the Prime Contract, including amendments and any subsequent related awards for Services as contemplated by Section 1, and subject to applicable laws and regulations and mutual agreement to the terms of a subcontract governing such services, Subcontractor shall be engaged by Prime to provide products and services of the nature and to the extent described in Exhibit A to this Agreement. Prime agrees to use all commercially reasonable efforts to secure approval of the Subcontract by Client in the event such approval is necessary.
13. This Agreement shall terminate upon the happening of the earliest of
  - a. Cancellation of the Request by Client;
  - b. Failure of Client to award the Prime Contract to Prime before the expiration of 180 days after the date of submission of the Proposal;
  - c. Execution of the Subcontract between Prime and Subcontractor;
  - d. Agreement of the parties hereto in writing to terminate this Agreement;
  - e. Notification by Prime to Subcontractor that Prime will not submit a proposal in response to the Request;
  - f. Determination by Deloitte Consulting that (i) a governmental, regulatory or professional entity (including, without limitation, the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board or the Securities and Exchange Commission) or entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation or decision the result of which would render Deloitte Consulting's relationship with Company under this Agreement is illegal or otherwise unlawful or in conflict with independence or professional rules, or (ii) circumstances change such that an attest client of Deloitte & Touche LLP or an affiliate of such attest client owns, directly or indirectly, 20% or more of the voting stock of Company or any of its affiliates; or
  - g. Commencement by a party of any case or proceeding for relief as debtor under the bankruptcy, insolvency or similar laws of any competent jurisdiction or consent by a party in writing to, or failure by a party to have dismissed or stayed within 60 days after commencement of, any such case or proceeding commenced against it.

provided, however, the provisions of Section 7 hereof shall continue in full force and effect and the provisions of Section 9 shall continue in full force and effect for the period stated therein.



## Teaming Agreement with Secure-24 (Continued)

14. In no event shall either party, its affiliates, agents or subcontractors, or any of their partners, principals or other personnel be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses (including, without limitation, lost profits and opportunity costs), nor shall they be liable for any claim or demand against the other by any third party. The provisions of this Section 15 shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.
15. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice shall be deemed given upon the earlier of (a) delivery by hand, or (b) five calendar days after such notice is mailed by registered or certified United States mail, return receipt requested, postage prepaid, and addressed to the addressee at its address set forth below.

Deloitte Consulting LLP

MSEIDENFELD@DELOITTE.COM

Attention of MARK SEIDENFELD

Secure-24, LLC

26955 Northwestern Highway  
Southfield, MI 48033

Attention of Legal Department

16. Either party desiring to issue a news release, advertisement or other form of publicity concerning efforts in connection with this Agreement, the Prime Contract, or the Subcontract shall obtain the written consent of the other party prior to the release of such publicity.
17. This Agreement or any right, obligation or interest hereunder shall not be assignable, transferable or otherwise alienable by either party or by operation of law or otherwise except with the prior written consent of the other party.
18. This Agreement shall be governed and construed pursuant to the laws of the State of New York, without giving effect to the choice of law principles thereof.
19. This Agreement constitutes the entire understanding of the parties hereto, and supersedes any and all prior written agreements, commitments, understandings or communications, in each case with respect to the subject matter of this Agreement, and any modification hereto shall be in writing and signed by both parties hereto.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed as of the day and year first-above written.

Deloitte Consulting LLP

Secure-24, LLC

By: [Signature]

Name: MARK SEIDENFELD

Title: DIRECTOR

By: [Signature]

Name: Shawn Peralta

Title: CFO OS Dec 13

[Signature]  
APPROVED



## Teaming Agreement with Secure-24 (Continued)

### Exhibit A

This exhibit establishes the anticipated Statement of Work, including the Subcontractor's services, fees, and other pertinent information relative to the Subcontractor's proposed role on the project as presently contemplated by the parties.

#### Services

Subcontractor will provide the services as described in its response to Prime for the State of Michigan ERP Proposal, RFP No. 084R4300001. Subcontractor's responsibility is specific to infrastructure hosting services, which may include:

- Hardware, System Software, and Infrastructure Maintenance and Support
- Capacity, Availability and Performance Management
- Service Level Agreement Documentation and Reporting
- Change Management and Tracking
- Operations and Production Support
- System Installation
- Security
- Disaster Recovery
- Establish, Maintain, and Operate a Hosting Service Desk
- Break fix support
- Help Desk Support

The Subcontractor's responsibilities exclude any application related support.

The agreed service fees between the Subcontractor and the Prime is attached to this Agreement:

- Deloitte – SOM SAP Hosting Leveraging DLINX HW QUOTE 05DEC13

#### Other pertinent information

This Statement of Work is based upon the contemplated Request. Deployment of Subcontractor resources shall be subject to modification if required to fulfill the terms of the engagement as finally awarded by the Client to the Prime. All such modifications shall be subject to the joint written approval of the parties.

Should additional work exist beyond the original Prime Contract scope, through amendment or change order to the Prime Contract, the Prime will determine the Subcontractor's future participation. If the Client issues additional competitive requests for services beyond the Prime Contract, Prime will determine if it will request the Subcontractor's future participation to be performed under a new agreement. Subcontractor shall not be prevented from pursuing any such other requests itself or as a Subcontractor to another party unless the parties otherwise agree in writing.

The Subcontractor's participation and the commitments hereunder are subject to, among other things: the Subcontractor's acceptance of flow-down terms from the Prime Contract as identified by Prime; agreement on the other terms and conditions as between Subcontractor and Prime; confirmation of the Subcontractor as a responsible and eligible contractor; final agreement on scope and pricing; Client approval (both initial and on-going approval); acceptable performance; and the timely availability and provision of resources.





## Teaming Agreement with Dewpoint



Deloitte Consulting LLP

### TEAMING AGREEMENT

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**THIS AGREEMENT** is made as of this 18th day of October 2013, by and between Deloitte Consulting LLP, a Delaware limited liability partnership ("Deloitte Consulting"), and Dewpoint, a Michigan corporation ("Company").

This agreement contemplates that State of Michigan Department of Technology Management and Budget (hereinafter referred to as the "Client") will request responses to a request for proposal (hereinafter referred to as the "Request"), for the purpose of Enterprise Resource Planning System (hereinafter referred to as the "Services") and the parties wish to combine their efforts to respond to the Request and further to enter into an agreement under which the parties will perform services pursuant to any contract awarded by Client.

This Agreement defines the rights and responsibilities of the parties hereto in connection with the foregoing.

1. The sole purpose of this Agreement is to submit a proposal to Client in response to the Request (hereinafter referred to as the "Proposal") and to receive a contract award from Client and to enter into an agreement with Client (hereinafter referred to as the "Prime Contract") to provide services as set forth in the Proposal and, in turn, to have Prime (as hereinafter defined) enter into a contract with Subcontractor (as hereinafter defined) to provide a portion of those Services of the nature and to the extent set forth in Exhibit A hereto. This Agreement relates only to the Proposal.

It is understood and agreed by the parties hereto that Deloitte Consulting shall be prime contractor (hereinafter referred to as the "Prime") and Company shall be a subcontractor (hereinafter referred to as the "Subcontractor") under any contract to be awarded pursuant to the Proposal (including any subsequent and related awards for work). The parties hereto shall be deemed to be independent contractors, and the personnel of one shall not be deemed to be personnel of the other. Neither party shall act as the agent of the other, nor shall either party have the authority, or represent that it has the authority, to bind the other party.

Except as provided in this Agreement, neither party to this Agreement shall be precluded from participating in or contracting for any goods or services, including, without limitation, any goods or services, whether for governmental or non-governmental individuals or entities, which may arise in the general area of business related to the Proposal.

2. In an effort to achieve the objective set forth in the first sentence of Section 1 hereof, Prime and Subcontractor agree to cooperate fully with each other. Prime will furnish Subcontractor with a copy of the Request. Subcontractor's role as subcontractor, including, as applicable, participation in the management of work performed under the Prime Contract, shall be defined in the Proposal.
3. Subcontractor shall assist Prime in the preparation of the Proposal by supplying, in a timely fashion, such personnel, information (including, without limitation, all cost information), resumes and other materials as may be reasonably requested by Prime, including any and all exceptions Subcontractor may have to the terms and conditions of the Request (including any such terms and conditions identified in the Request as being required to be included in the Prime Contract).
4. Each of the parties hereto shall bear the costs of its own efforts for the preparation of the Proposal.
5. All communications with Client pertaining to the Request (and the Prime Contract) shall be made through Prime, unless otherwise expressly authorized by Prime. In the event that Subcontractor is called upon by Client concerning the Proposal, Subcontractor shall promptly notify Prime thereof. Any information submitted to Client in the response to or relating to the Request, concerning the services to be provided by Subcontractor shall not be submitted to Client without the approval of Subcontractor, which approval need not be in writing and shall be deemed to have been given by the cooperation of Subcontractor's personnel or agents in the preparation of those portions of the Proposal which concern the services to be provided by Subcontractor.

DC LLP Teaming Agreement (A07)



## Teaming Agreement with Dewpoint (Continued)

6. Subcontractor shall be available for consultation with Prime during any negotiations with Client regarding the Proposal and the Prime Contract, and shall promptly respond to Prime's requests for information in support of negotiations.
7. Each party ("Disclosing Party") may disclose to the other ("Recipient") certain proprietary and confidential information ("Information"). Information shall not include any third party proprietary or confidential information except when such third party information has been embedded in Deloitte Consulting tools and methodology.
  - a. Recipient agrees to maintain the information of the Disclosing Party in confidence, using at least the same degree of care as it uses in maintaining as secret its own trade secret, confidential and proprietary information, but always at least a reasonable degree of care.
  - b. Disclosing Party agrees that Recipient shall have no obligation under the provisions of this Section 7 with respect to any Information which:
    1. is now or hereafter becomes publicly known other than through a breach hereof,
    2. is disclosed to Recipient by a third party that Recipient reasonably believes is legally entitled to disclose such information,
    3. is known by Recipient prior to its receipt of the Information without any obligation of confidentiality with respect thereto,
    4. is disclosed with the Disclosing Party's written consent,
    5. is disclosed by the Disclosing Party to a third party without the same or similar restrictions as set forth herein,
    6. is required to be disclosed by Recipient by a court of competent jurisdiction, administrative agency or governmental body, or by law, rule or regulation, or by applicable regulatory or professional standards, or
    7. is disclosed by Recipient in connection with any judicial or other legal proceeding involving the Services or this Agreement.
  - c. Recipient shall limit access to Information received from the Disclosing Party to only those personnel of Recipient who have need of such access for preparation of the Proposal and performance of any subsequently awarded Prime Contract or Subcontract as contemplated hereby.
  - d. Disclosing Party shall retain title to all forms of the Information, such as written documentation, delivered pursuant to this Agreement, and all copies thereof. Except as may be required for the preparation of the Proposal, Recipient shall not copy or reproduce, in whole or in part, any Information or summarize or make extracts of Information without written authorization of Disclosing Party.
  - e. Information shall be used by Recipient only for purposes of fulfilling its obligations under this Agreement and any Prime Contract or Subcontract. Without limiting the immediately preceding sentence, Information shall not be used by Recipient to invent, create, modify, adapt or manufacture any hardware or software or other products or services which would or could compete with or be used in lieu of the Disclosing Party's hardware or software or other products or services, whether under the Subcontract or otherwise.
  - f. Except as expressly provided in this Agreement, Disclosing Party grants no license, right or interest to Recipient under any copyrights, patents, trademarks, trade secrets or other property rights of Disclosing Party by reason of the disclosure of the Information.
  - g. Upon termination of this Agreement or on written request of Disclosing Party, Recipient shall promptly return or destroy all tangible Information and copies thereof, except that the Recipient may retain one copy of such Information as part of its workpapers in accordance with applicable professional standards.
8. Except with the consent of the other party, which consent shall not be unreasonably withheld, during the term of this Agreement, the parties shall not actively participate in efforts with third parties that are competitive with efforts under this Agreement or compete independently for work covered by the Request. The term "actively participate" includes, without limitation, the interchange of technical data with third parties and the making



## Teaming Agreement with Dewpoint (Continued)

available, allowing the use of, or offering the use of services of a party's personnel, in each case to prepare a proposal with a third party in response to the Request or to provide the Services or any portion thereof. Notwithstanding the foregoing, Subcontractor expressly understands and agrees that (i) Prime may enter into agreements with other individuals or entities under which such other individuals or entities would provide products and services under the Prime Contract, and (ii) this Agreement shall not be construed as precluding either party from selling its standard commercially available products to competing bidders.

9. Unless otherwise agreed to in writing by the parties hereto, both parties hereto agree that during the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement, each party agrees that its personnel (in their capacity as such) who had direct and substantive contact in the course of the Proposal efforts with personnel of the other party shall not, without the other party's consent, directly or indirectly employ, solicit, engage or retain the services of such personnel of the other party. This Section 9 shall not restrict the right of either party to (i) solicit the employment of personnel of the other party after such personnel have separated or have been separated from the service of such party for a period of six months or more, provided that the hiring party did not solicit such separation, or (ii) solicit or recruit generally in the media.
10. The parties hereto agree to abide by all applicable federal, state and local laws, including but not limited to, lobbying registration and reporting, gifts and entertainment, and other ethics laws and all rules and regulations issued in conjunction with such laws.
11. In the event of the Prime Contract award to Prime, the parties shall provide services and deliverables (including, where appropriate, support for each other) consistent with the commitments shown in the Proposal and in Exhibit A.
12. Provided that work requirements are available under the Prime Contract, including amendments and any subsequent related awards for Services as contemplated by Section 1, and subject to applicable laws and regulations and mutual agreement to the terms of a subcontract governing such services, Subcontractor shall be engaged by Prime to provide products and services of the nature and to the extent described in Exhibit A to this Agreement. Prime agrees to use all commercially reasonable efforts to secure approval of the Subcontract by Client in the event such approval is necessary.
13. This Agreement shall terminate upon the happening of the earliest of
  - a. Cancellation of the Request by Client;
  - b. Failure of Client to award the Prime Contract to Prime before the expiration of one (1) year after the date of submission of the Proposal;
  - c. Execution of the Subcontract between Prime and Subcontractor;
  - d. Agreement of the parties hereto in writing to terminate this Agreement;
  - e. Notification by Prime to Subcontractor that Prime will not submit a proposal in response to the Request;
  - f. Determination by Deloitte Consulting that (i) a governmental, regulatory or professional entity (including, without limitation, the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board or the Securities and Exchange Commission) or entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation or decision the result of which would render Deloitte Consulting's relationship with Company under this Agreement is illegal or otherwise unlawful or in conflict with independence or professional rules, or (ii) circumstances change such that an attest client of Deloitte & Touche LLP or an affiliate of such attest client owns, directly or indirectly, 20% or more of the voting stock of Company or any of its affiliates; or
  - g. Commencement by a party of any case or proceeding for relief as debtor under the bankruptcy, insolvency or similar laws of any competent jurisdiction or consent by a party in writing to, or failure by a party to have dismissed or stayed within 60 days after commencement of, any such case or proceeding commenced against it.

provided, however, the provisions of Section 7 hereof shall continue in full force and effect and the provisions of Section 9 shall continue in full force and effect for the period stated therein.



## Teaming Agreement with Dewpoint (Continued)

14. In no event shall either party, its affiliates, agents or subcontractors, or any of their partners, principals or other personnel be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses (including, without limitation, lost profits and opportunity costs), nor shall they be liable for any claim or demand against the other by any third party. The provisions of this Section 15 shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.
15. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice shall be deemed given upon the earlier of (a) delivery by facsimile or by hand, or (b) five calendar days after such notice is mailed by registered or certified United States mail, return receipt requested, postage prepaid, and addressed to the addressee at its address set forth below.

Deloitte Consulting LLP  
555 Mission St, 14<sup>th</sup> Floor  
San Francisco, CA 94105-0920

Attention of Mark Seidenfeld

Facsimile No. 877-501-2570

Dewpoint  
1921 East Miller Road, Suite B  
Lansing, MI 48911

Attention of Michelle Massey

Facsimile No. 517-393-5448

16. Either party desiring to issue a news release, advertisement or other form of publicity concerning efforts in connection with this Agreement, the Prime Contract, or the Subcontract shall obtain the written consent of the other party prior to the release of such publicity.
17. This Agreement or any right, obligation or interest hereunder shall not be assignable, transferable or otherwise alienable by either party or by operation of law or otherwise except with the prior written consent of the other party.
18. This Agreement shall be governed and construed pursuant to the laws of the State of New York, without giving effect to the choice of law principles thereof.
19. This Agreement constitutes the entire understanding of the parties hereto, and supersedes any and all prior written agreements, commitments, understandings or communications, in each case with respect to the subject matter of this Agreement, and any modification hereto shall be in writing and signed by both parties hereto.

**IN WITNESS WHEREOF** the parties hereto have caused these presents to be executed as of the day and year first-above written.

**Deloitte Consulting LLP**

**Dewpoint**

By: 

Name: Mark Seidenfeld

Title: Director

By: 

Name: MICHELLE MASSEY

Title: VCE PRESIDENT





## Teaming Agreement with Dewpoint (Continued)

### Exhibit A

This exhibit establishes the anticipated Statement of Work, including the Subcontractor's services and project roles, rates/costs, and other pertinent information relative to the Subcontractor's proposed role on the project as presently contemplated by the parties.

#### Services

The Subcontractor will provide resources for technology consulting services on a time-and-materials basis to the Prime that may support the following areas to implement the Prime's solution.

- Executive communications
- Project management support
- Development
- Testing (system, integration)
- Change Management
- Training
- IT infrastructure

#### Target participation and rates

The Client contemplates awarding three separate contracts, one of which is an Implementation Services Agreement that provides for implementation services as well as post-implementation support and technical environment hosting services until full hosting services are provided via a separate agreement. Should the Client enter into such an Implementation Services Agreement as a Prime Contract with the Prime, the target participation for Subcontractor services will be 5 to 10 percent of the anticipated Prime Contract value and scope for implementation services excluding any hosting services and post-implementation support.

The target participation may vary to a lesser or greater level contingent upon availability of qualified resources, client acceptance, and the Subcontractor's performance at the following hourly rates which are inclusive of all travel and other expenses and will be firm for the duration of the initial contract term between the Client and the Prime. Subcontractor personnel are not to exceed 40 hours per person per week without prior written approval from the Prime.

Project Role (Experience and/or Skill)	
Executive Manager (CxO experience)	
Project Control Office (PCO) Manager	
Senior Project Manager	
Senior Business Analyst	
Senior Technical Architect	
Project Scheduler/Coordinator	
Database Analyst Sr	
Technical Writer	
Testing Technician Sr	
QA Analyst	
Training Specialist Sr	



## Teaming Agreement with Dewpoint (Continued)



### Other pertinent information

This Statement of Work is based upon the contemplated Request. Deployment of Subcontractor resources shall be subject to modification if required to fulfill the terms of the engagement as finally awarded by the Client to the Prime. All such modifications shall be subject to the joint written approval of the Parties.

Should additional work exist beyond the original Prime Contract scope, through amendment or change order to the Prime Contract, the Prime will determine the Subcontractor's future participation. If the Client issues additional competitive requests for services beyond the Prime Contract, Deloitte will determine the Subcontractor's future participation to be performed under a new Agreement.

The Subcontractor's participation and the commitments hereunder are subject to, among other things: the Subcontractor's acceptance of flow-down terms from the Prime Contract as identified by Prime; agreement on the other terms and conditions as between Subcontractor and Prime; confirmation of the Subcontractor as a responsible and eligible contractor; final agreement on scope and pricing; Client approval (both initial and on-going approval); acceptable performance; and the timely availability and provision of resources.



## Teaming Agreement with TEKsystems

# Deloitte.

Deloitte Consulting LLP

### TEAMING AGREEMENT

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**THIS AGREEMENT** is made as of this 1st day of October, 2013, by and between Deloitte Consulting LLP, a Delaware limited liability partnership ("Deloitte Consulting"), and TEKsystems, Inc., a Maryland corporation ("Company").

This agreement contemplates that State of Michigan, DTMB (hereinafter referred to as the "Client") will request responses to a request for proposal (hereinafter referred to as the "Request"), for the purpose of MAIN ERP Replacement Program (hereinafter referred to as the "Services") and the parties wish to combine their efforts to respond to the Request and further to enter into an agreement under which the parties will perform services pursuant to any contract awarded by Client.

This Agreement defines the rights and responsibilities of the parties hereto in connection with the foregoing.

1. The sole purpose of this Agreement is to submit a proposal to Client in response to the Request (hereinafter referred to as the "Proposal") and to receive a contract award from Client and to enter into an agreement with Client (hereinafter referred to as the "Prime Contract") to provide services as set forth in the Proposal and, in turn, to have Prime (as hereinafter defined) enter into a contract with Subcontractor (as hereinafter defined) to provide a portion of those Services of the nature and to the extent set forth in Exhibit A hereto. This Agreement relates only to the Proposal.

It is understood and agreed by the parties hereto that Deloitte Consulting LLP shall be prime contractor (hereinafter referred to as the "Prime") and TEKsystems, Inc. shall be a subcontractor (hereinafter referred to as the "Subcontractor") under any contract to be awarded pursuant to the Proposal (including any subsequent and related awards for work). The parties hereto shall be deemed to be independent contractors, and the personnel of one shall not be deemed to be personnel of the other. Neither party shall act as the agent of the other, nor shall either party have the authority, or represent that it has the authority, to bind the other party.

Except as provided in this Agreement, neither party to this Agreement shall be precluded from participating in or contracting for any goods or services, including, without limitation, any goods or services, whether for governmental or non-governmental individuals or entities, which may arise in the general area of business related to the Proposal.

2. In an effort to achieve the objective set forth in the first sentence of Section 1 hereof, Prime and Subcontractor agree to cooperate fully with each other. Prime will furnish Subcontractor with a copy of the Request. Subcontractor's role as subcontractor, including, as applicable, participation in the management of work performed under the Prime Contract, shall be defined in the Proposal.
3. Subcontractor shall assist Prime in the preparation of the Proposal by supplying, in a timely fashion, such personnel information (including, without limitation, all pricing information), resumes and other materials as may be reasonably requested by Prime, including any and all exceptions Subcontractor may have to the terms and conditions of the Request (including any such terms and conditions identified in the Request as being required to be included in the Prime Contract).
4. Each of the parties hereto shall bear the costs of its own efforts for the preparation of the Proposal.
5. All communications with Client pertaining to the Request (and the Prime Contract) shall be made through Prime, unless otherwise expressly authorized by Prime. In the event that Subcontractor is called upon by Client concerning the Proposal, Subcontractor shall promptly notify Prime thereof. Any information submitted to Client in the response to or relating to the Request, concerning the services to be provided by Subcontractor shall not be submitted to Client without the approval of Subcontractor, which approval need not be in writing and shall be deemed to have been given by the cooperation of Subcontractor's personnel or agents in the preparation of those portions of the Proposal which concern the services to be provided by Subcontractor.

DC LLP Teaming Agreement (4/07)



## Teaming Agreement with TEKsystems (Continued)

6. Subcontractor shall be available for consultation with Prime during any negotiations with Client regarding the Proposal and the Prime Contract, and shall promptly respond to Prime's requests for information in support of negotiations.
7. Each party ("Disclosing Party") may disclose to the other ("Recipient") certain proprietary and confidential information ("Information"). Information shall not include any third party proprietary or confidential information except when such third party information has been embedded in Deloitte Consulting tools and methodology.
  - a. Recipient agrees to maintain the Information of the Disclosing Party in confidence, using at least the same degree of care as it uses in maintaining as secret its own trade secret, confidential and proprietary information, but always at least a reasonable degree of care.
  - b. Disclosing Party agrees that Recipient shall have no obligation under the provisions of this Section 7 with respect to any Information which:
    1. is now or hereafter becomes publicly known other than through a breach hereof,
    2. is disclosed to Recipient by a third party that Recipient reasonably believes is legally entitled to disclose such information,
    3. is known by Recipient prior to its receipt of the Information without any obligation of confidentiality with respect thereto,
    4. is disclosed with the Disclosing Party's written consent,
    5. is disclosed by the Disclosing Party to a third party without the same or similar restrictions as set forth herein,
    6. is required to be disclosed by Recipient by a court of competent jurisdiction, administrative agency or governmental body, or by law, rule or regulation, or by applicable regulatory or professional standards, or
    7. is disclosed by Recipient in connection with any judicial or other legal proceeding involving the Services or this Agreement.
  - c. Recipient shall limit access to Information received from the Disclosing Party to only those personnel of Recipient who have need of such access for preparation of the Proposal and performance of any subsequently awarded Prime Contract or Subcontract as contemplated hereby.
  - d. Disclosing Party shall retain title to all forms of the Information, such as written documentation, delivered pursuant to this Agreement, and all copies thereof. Except as may be required for the preparation of the Proposal, Recipient shall not copy or reproduce, in whole or in part, any Information or summarize or make extracts of Information without written authorization of Disclosing Party.
  - e. Information shall be used by Recipient only for purposes of fulfilling its obligations under this Agreement and any Prime Contract or Subcontract. Without limiting the immediately preceding sentence, Information shall not be used by Recipient to invent, create, modify, adapt or manufacture any hardware or software or other products or services which would or could compete with or be used in lieu of the Disclosing Party's hardware or software or other products or services, whether under the Subcontract or otherwise.
  - f. Except as expressly provided in this Agreement, Disclosing Party grants no license, right or interest to Recipient under any copyrights, patents, trademarks, trade secrets or other property rights of Disclosing Party by reason of the disclosure of the Information.
  - g. Upon termination of this Agreement or on written request of Disclosing Party, Recipient shall promptly return or destroy all tangible Information and copies thereof, except that the Recipient may retain one copy of such Information as part of its workpapers in accordance with applicable professional standards.
8. Except with the consent of the other party, which consent shall not be unreasonably withheld, during the term of this Agreement, the parties shall not actively participate in efforts with third parties that are competitive with efforts under this Agreement or compete independently for work covered by the Request. The term "actively participate" includes, without limitation, the interchange of technical data with third parties and the making



## Teaming Agreement with TEKsystems (Continued)

available, allowing the use of, or offering the use of services of a party's personnel, in each case to prepare a proposal with a third party in response to the Request or to provide the Services or any portion thereof. Notwithstanding the foregoing, Subcontractor expressly understands and agrees that (i) Prime may enter into agreements with other individuals or entities under which such other individuals or entities would provide products and services under the Prime Contract, and (ii) this Agreement shall not be construed as precluding either party from selling its standard commercially available products to competing bidders.

9. Unless otherwise agreed to in writing by the parties hereto, both parties hereto agree that during the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement, each party agrees that its personnel (in their capacity as such) who had direct and substantive contact in the course of the Proposal efforts with personnel of the other party shall not, without the other party's consent, directly or indirectly employ, solicit, engage or retain the services of such personnel of the other party. This Section 9 shall not restrict the right of either party to (i) solicit the employment of personnel of the other party after such personnel have separated or have been separated from the service of such party for a period of six months or more, provided that the hiring party did not solicit such separation, or (ii) solicit or recruit generally in the media.
10. The parties hereto agree to abide by all applicable federal, state and local laws, including but not limited to, lobbying registration and reporting, gifts and entertainment, and other ethics laws and all rules and regulations issued in conjunction with such laws.
11. In the event of the Prime Contract award to Prime, the parties shall provide services and deliverables (including, where appropriate, support for each other) consistent with the commitments shown in the Proposal and in Exhibit A.
12. Provided that work requirements are available under the Prime Contract, including amendments and any subsequent related awards for Services as contemplated by Section 1, and subject to applicable laws and regulations and mutual agreement to the terms of a subcontract governing such services, Subcontractor shall be engaged by Prime to provide products and services of the nature and to the extent described in Exhibit A to this Agreement. Prime agrees to use all commercially reasonable efforts to secure approval of the Subcontract by Client in the event such approval is necessary.
13. This Agreement shall terminate upon the happening of the earliest of
  - a. Cancellation of the Request by Client;
  - b. Failure of Client to award the Prime Contract to Prime before the expiration of 270 days after the date of submission of the Proposal;
  - c. Execution of the Subcontract between Prime and Subcontractor;
  - d. Agreement of the parties hereto in writing to terminate this Agreement;
  - e. Notification by Prime to Subcontractor that Prime will not submit a proposal in response to the Request;
  - f. Determination by Deloitte Consulting that (i) a governmental, regulatory or professional entity (including, without limitation, the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board or the Securities and Exchange Commission) or entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation or decision the result of which would render Deloitte Consulting's relationship with Company under this Agreement is illegal or otherwise unlawful or in conflict with independence or professional rules, or (ii) circumstances change such that an attest client of Deloitte & Touche LLP or an affiliate of such attest client owns, directly or indirectly, 20% or more of the voting stock of Company or any of its affiliates; or
  - g. Commencement by a party of any case or proceeding for relief as debtor under the bankruptcy, insolvency or similar laws of any competent jurisdiction or consent by a party in writing to, or failure by a party to have dismissed or stayed within 60 days after commencement of, any such case or proceeding commenced against it.

provided, however, the provisions of Section 7 hereof shall continue in full force and effect and the provisions of Section 9 shall continue in full force and effect for the period stated therein.



## Teaming Agreement with TEKsystems (Continued)

14. In no event shall either party, its affiliates, agents or subcontractors, or any of their partners, principals or other personnel be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses (including, without limitation, lost profits and opportunity costs), nor shall they be liable for any claim or demand against the other by any third party. The provisions of this Section 15 shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.
15. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice shall be deemed given upon the earlier of (a) delivery by facsimile or by hand, or (b) five calendar days after such notice is mailed by registered or certified United States mail, return receipt requested, postage prepaid, and addressed to the addressee at its address set forth below.

Deloitte Consulting LLP  
555 MISSION ST  
San Francisco, CA 94105

Attention of Mark Seidenfeld

Facsimile No. [mseidenfeld@deloitte.com](mailto:mseidenfeld@deloitte.com)

TEKsystems, Inc.  
7437 Race Rd  
Hanover, MD 21076

Attention of Zach Macomber

Facsimile No. [zmacombe@teksystems.com](mailto:zmacombe@teksystems.com)

16. Either party desiring to issue a news release, advertisement or other form of publicity concerning efforts in connection with this Agreement, the Prime Contract, or the Subcontract shall obtain the written consent of the other party prior to the release of such publicity.
17. This Agreement or any right, obligation or interest hereunder shall not be assignable, transferable or otherwise alienable by either party or by operation of law or otherwise except with the prior written consent of the other party.
18. This Agreement shall be governed and construed pursuant to the laws of the State of New York, without giving effect to the choice of law principles thereof.
19. This Agreement constitutes the entire understanding of the parties hereto, and supersedes any and all prior written agreements, commitments, understandings or communications, in each case with respect to the subject matter of this Agreement, and any modification hereto shall be in writing and signed by both parties hereto.

**IN WITNESS WHEREOF** the parties hereto have caused these presents to be executed as of the day and year first-above written.

Deloitte Consulting LLP

TEKsystems, Inc.

By: 

By: 

Name: Mark Seidenfeld

Name: Liliia Wazlavec

Title: Director

Title: Senior Manager of Operations



## Teaming Agreement with TEKsystems (Continued)

### Exhibit A

This exhibit establishes the anticipated Statement of Work, including the Subcontractor's services and project roles, rates, and other pertinent information relative to the Subcontractor's proposed role on the project as presently contemplated by the parties.

#### Services

The Subcontractor will provide resources for technology consulting services on a time-and-materials basis to the Prime that may support the following areas to implement the Prime's solution.

- SAP configuration
- SAP development, including documentation of functional and technical specifications
- Testing (unit, system, integration)
- Training materials development

The Client contemplates awarding three separate contracts, one of which is an Implementation Services Agreement that provides for implementation services as well as post-implementation support and technical environment hosting services until full hosting services are provided via a separate agreement. Should the Client enter into such an Implementation Services Agreement as a Prime Contract with the Prime, Subcontractor will receive right of first refusal for staff augmentation needs for roles identified in the table below (except Training Developers) during the course of the project, as long as the roles are not covered by other obligations that Prime has entered into with other subcontractors for defined services. If Subcontractor fails to deliver qualified resources at competitive rates within seven (7) business days of request, Subcontractor will forfeit right of first refusal for that request.

The target participation may vary to a lesser or greater level contingent upon availability of qualified resources, client acceptance, and the Subcontractor's performance at the following hourly rates, which are inclusive of all travel and other expenses (for the duration of the initial contract term between the Client and the Prime).

Skill set	
SAP Development (ABAP) - Junior	
SAP Development (ABAP) - Mid	
SAP Development (ABAP) - Senior	
SAP Functional Roles	
SAP Functional Roles	
SAP Training Developer	
HTML 5 Programmer	
HTML 5 Programmer	
Java Programmer	
Java Programmer	

The primary work location for the Subcontractor is Lansing, Michigan. Travel time is not to be included and shall not be reimbursable by the Prime to the Subcontractor.



## Teaming Agreement with TEKsystems (Continued)



### Other pertinent information

This Statement of Work is based upon the contemplated Request. Deployment of Subcontractor resources shall be subject to modification if required to fulfill the terms of the engagement as finally awarded by the Client to the Prime. All such modifications shall be subject to the joint written approval of the Parties.

Should additional work exist beyond the original Prime Contract scope, through amendment or change order to the Prime Contract, the Prime will determine the Subcontractor's future participation. If the Client issues additional competitive requests for services beyond the Prime Contract, Deloitte will determine the Subcontractor's future participation to be performed under a new Agreement.

The Subcontractor's participation and the commitments hereunder are subject to, among other things: the Subcontractor's acceptance of flow-down terms from the Prime Contract as identified by Prime; agreement on the other terms and conditions as between Subcontractor and Prime; confirmation of the Subcontractor as a responsible and eligible contractor; final agreement on scope and pricing; Client approval (both initial and on-going approval); acceptable performance; and the timely availability and provision of resources.





## Subcontractor Firms Providing Five or Fewer Resources

There are eight firms on our team that will be providing five or fewer resources, many of which are niche firms that will provide one resource with deep SAP expertise in areas such as budget or Federal highway billing. They are listed below, followed by additional information on each in the table that follows.

1. SAP Public Services
2. Finite Matters
3. Quantum Qube
4. Infor
5. K2 Consulting
6. Celerian Consulting
7. NDS Integrators, LLC
8. NTT DATA, Inc.

RFP Requirement	Deloitte Response
<b>Subcontractor Name</b>	<b>SAP Public Services</b>
<b>Role</b>	SAP will provide Public Budget Formulation (PBF) services
<b>Number of Staff</b>	1-3
<b>Subcontractor Name</b>	<b>Finite Matters</b>
<b>Role</b>	Finite Matters will provide services to install and configure PatterStream, and training services
<b>Number of Staff</b>	1-2
<b>Subcontractor Name</b>	<b>Quantum Qube</b>
<b>Role</b>	Quantum Qube will provide senior experienced SAP Public Budget Formulation (PBF) resources (Giri Mandava and Krishnan Thyagasamudram)
<b>Number of Staff</b>	2
<b>Subcontractor Name</b>	<b>Infor</b>
<b>Role</b>	Infor will provide Jason Beal to provide Quality Assurance reviews for the integration between SAP and HRMN system, including the implementation of SAP Public Budget Formulation (PBF) that Infor professionals have first-hand experience implementing. If additional Infor resources are needed for the integration with Lawson, we have access to the Infor resources internally within Deloitte or through our subcontracting relationship.
<b>Number of Staff</b>	1
<b>Subcontractor Name</b>	<b>K2 Consulting</b>
<b>Role</b>	K2 Consulting will provide a senior State Government budget functional resource – Kevin Kuss.
<b>Number of Staff</b>	1
<b>Subcontractor Name</b>	<b>Celerian Consulting</b>
<b>Role</b>	Celerian Consulting will provide experienced State Government SAP functional and functional lead roles. Celerian Consulting resources have experience with the State of Louisiana's SAP implementation and maintenance operations.
<b>Number of Staff</b>	2-4



RFP Requirement	Deloitte Response
<b>Subcontractor Name</b>	<b>NDS Integrators, LLC</b>
<b>Role</b>	Providing a resource for Federal highway billing.
<b>Number of Staff</b>	1
<b>Subcontractor Name</b>	<b>NTT DATA, Inc.</b>
<b>Role</b>	NTT DATA will provide SAP Public Budget Formulation (PBF) services. NTT Data recently announced a definitive agreement to acquire Optimal Solutions Integration, Inc., a leading provider of SAP PBF solutions.
<b>Number of Staff</b>	1-2

**Table C-16. Subcontractors providing five (5) or fewer resources to the Deloitte Team.**



C-1  
Mandatory  
Requirements

C-2  
Bidder and  
Software  
Vendor Profiles  
and Experience  
Summary

**Tab C – Bidder and Software Vendor Prior Experience**

2.1 Detailed description of the Bidder's organization	2.9 Software references for all proposed products
2.2 Detailed description of the ERP software vendor's organization	2.10 Evidence of scalability
2.3 Detailed description(s) of any third party software vendors' organizations	2.11 User Group description and materials
2.4 Information on any subcontractors to be used	2.12 Bidder Hosting, Managed Services or Single Tenant SaaS Services Experience
<b>2.5 Bidder implementation experience</b>	2.13 Bidder Hosting, Managed Service, or Single Tenant SaaS Services References
2.6 Bidder references for implementation of proposed ERP software	2.14 Bidder Disaster Recovery Services Experience
2.7 Bidder references for implementation of proposed third party software (if any)	2.15 Bidder Disaster Recovery Services References
2.8 Proposed software implementation history	

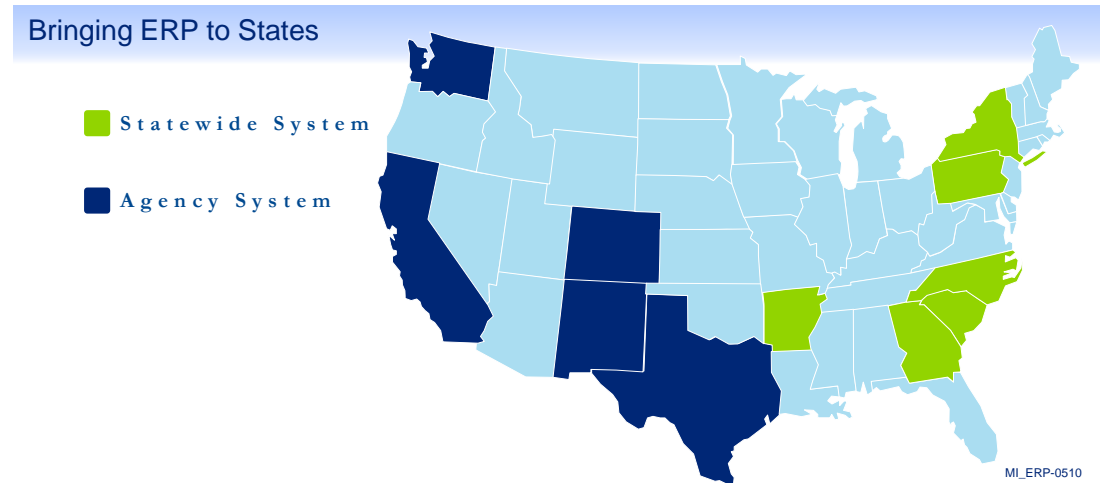
## 2.5 Bidder Implementation Experience

Attachment C: Page 7

RFP Reference: Attachment C

The Bidder must list and describe its experience in providing State Government ERP implementation services. The following information must be provided in responding to this section of the RFP:

Deloitte is regularly recognized as the leader for Finance Transformation and among the leaders for ERP implementations. We have significant experience successfully implementing ERP systems for State Government. The following sections show the level of experience we have in state government over the last seven years. The graphic that follows shows the experience Deloitte has with statewide ERPs and state agency ERPs.



**Figure C-9. Deloitte has successfully implemented State ERPs.**  
*The statewide ERP systems that Deloitte has been involved with are highlighted in green. The agency ERP systems are highlighted in blue.*

## 2.5.1 ERP Project Experience

Attachment C: Page 7

RFP Reference: Attachment C

All state or state departmental ERP Projects that the Bidder has been engaged in either as the prime or subcontractor over the last seven years must be listed and described, even if those projects have not been completed and even if those projects are not being used for references. Failure to disclose such projects may result in the Bidder receiving lower evaluation scores or even rejection of the Bidder's proposal. The following information must be provided:

Deloitte is a leader in state government ERP, with the largest full statewide SAP ERP implementation (Pennsylvania) and the largest PeopleSoft Financials statewide implementation (New York). We know how to implement statewide financial ERP systems, as demonstrated by our clients' successes. We not only focus on the technical aspects of statewide ERP Projects, but we also address the people and process areas with proven approaches for change management and improved and common business processes – true business transformation. We know the business requirements for financial reporting, grants management, projects, and transportation-specific processing.

We are selective about the ERP projects we undertake and devote our best resources to them, and therefore, we are not challenged by resources that are stretched too thin or across multiple projects. We will be providing an experienced and productive team to the State of Michigan – you will be getting the “A” team from Deloitte and they will be dedicated to you. Deloitte's experience in state government ERP Projects over the last seven years has all been provided as the prime contractor on each of our projects. These projects include the following:

- **New Statewide Implementations.** South Carolina, North Carolina, and New York
- **Major Improvements to existing Statewide Implementation (“Second Wave”).** Pennsylvania Finance Transformation, Pennsylvania Department of Transportation improvements, and New Mexico Department of Transportation
- **State Agency Implementations.** Colorado Department of Transportation (DOT), Pennsylvania Liquor Control Board, Texas, and California
- **ERP Statewide Upgrades.** Georgia



## New Statewide Implementations

Deloitte has led the successful implementation of three statewide ERP systems over the last seven years:

- State of South Carolina
- State of North Carolina
- State of New York

We are providing the requested information for these three projects below.

RFP Requirement	Deloitte Response
<b>A. Public Sector Entity Name</b>	<b>State of South Carolina</b>
<b>B. Annual budget of the entity at the time the project started</b>	\$20.4 billion
<b>C. Head count in employees for that entity at the time the project started</b>	30,000
<b>Bidder Role (Prime Contractor or Subcontractor)</b>	Prime
<b>D. If Bidder was the Prime Contractor, name any Subcontractors contributing more than 5 people to the project)</b>	No subcontractors contributing more than five people to the project
<b>E. If Bidder was the Subcontractor, name the Prime Contractor on the project</b>	N/A
<b>F. ERP Software</b>	SAP
<b>G. Project Description</b>	<p>The State of South Carolina commissioned a large ERP initiative (South Carolina Enterprise Information System (SCEIS)) to replace aging legacy systems and consolidate statewide finance, procurement, human resources, and payroll functions into a single centralized, enterprise system. The legacy systems the State used to manage essential back-office functions were aging rapidly and were at risk for failure. Many of these systems were implemented 20 years ago or more, and were limited in their capacity to produce and share information. In addition, many of the 71 state agencies in the SCEIS program acquired or developed their own systems to manage administrative information and processes over the years. The cost of maintaining and supporting this myriad of systems increased each year, reducing the efficiencies realized by implementing these separate systems. Finally, the impact to the State in terms of redundant effort, inconsistent processes, and the scarcity of information needed to support effective decision-making may be even more costly. By integrating core business systems into a single statewide system, The SCEIS enables the State to improve public service delivery and help to standardize many of the business processes used by the agencies today. The combination of best business practices and SAP functionality enable state agencies to operate more efficiently by quickly obtaining and sharing essential information. Government leaders now have access to consistent, accurate and timely information to support decision-making. Listed below is the overall timeline for the project:</p> <ul style="list-style-type: none"> <li>• 2000: Original Request for Proposal (RFP) issued</li> <li>• 2002: Department of Mental Health pilot project with Financial and Materials Management functionality completed</li> <li>• 2004: Statewide ERP Blueprint complete</li> <li>• 2006: Validated Blueprint and go-live at six agencies with Financials and Materials Management functionality completed</li> </ul>



RFP Requirement	Deloitte Response
	<ul style="list-style-type: none"> <li>• 2008: 24 agencies live with Financials and Materials Management functionality completed</li> <li>• 2009: 37 agencies live with Financials and Materials Management functionality completed; 30 agencies live with HR/Payroll</li> <li>• 2010: Three agencies live with Financials and Materials Management functionality and HR/Payroll; 40 agencies live with HR/Payroll</li> <li>• 2011: Department of Transportation live with Financials, Materials Management and HR/Payroll</li> </ul>
<b>H. Modules Implemented</b>	<ul style="list-style-type: none"> <li>• FI (Financial Accounting)</li> <li>• MM (Materials Management)</li> <li>• HR-PAY (Payroll)</li> <li>• Public Budget Formulation (PBF) implemented by another vendor after the implementation of the rest of the ERP system</li> </ul>
<b>I. Third Party Software Implemented</b>	None
<b>J. Original Services Contract Amount</b>	\$32 million
<b>K. Final Contract Amount (including any change orders)</b>	\$32 million
<b>L. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	<p>January 2008 to June 2011</p> <p><b>Finance and Procurement Implementations</b></p> <ul style="list-style-type: none"> <li>• 6 agencies went live on November 5, 2007</li> <li>• 11 agencies went live on April 7, 2008</li> <li>• 13 agencies went live on November 3, 2008</li> <li>• 37 agencies went live on November 2, 2009</li> <li>• 2 agencies went live on May 3, 2010</li> <li>• 1 agency went live on August 2, 2010</li> </ul> <p><b>Human Resources and Payroll Implementations</b></p> <ul style="list-style-type: none"> <li>• 30 agencies went live on December 2, 2009</li> <li>• 37 agencies went live on June 2, 2010</li> <li>• 3 agencies went live on September 2, 2010</li> </ul> <p><b>Transportation Department implementations</b></p> <ul style="list-style-type: none"> <li>• Finance and Procurement went in May 2011</li> <li>• Human Resources/Payroll went in June 2011</li> </ul>
<b>M. Actual implementation time frame</b>	January 2008 to June 2012, including post implementation support

Table C-17. ERP Project Experience with the State of South Carolina.

RFP Requirement	Deloitte Response
<b>A. Public Sector Entity Name</b>	State of North Carolina, Office of the Comptroller (NC OSC)
<b>B. Annual budget of the entity at the time the project started</b>	\$36.76 billion
<b>C. Head count in employees for that entity at the time the project started</b>	40,000



RFP Requirement	Deloitte Response
<b>Bidder Role (Prime Contractor or Subcontractor)</b>	Prime
<b>D. If Bidder was the Prime Contractor, name any Subcontractors contributing more than 5 people to the project)</b>	No subcontractors contributing more than five people to the project
<b>E. If Bidder was the Subcontractor, name the Prime Contractor on the project</b>	N/A
<b>F. ERP Software</b>	SAP
<b>G. Project Description</b>	<p>The Office of the Comptroller of the State of North Carolina (NC OSC) commissioned an ERP initiative to develop, using leading industry practices, an enterprise-wide Human Resources/Payroll system. The NC OSC was faced with replacing their HR and Payroll systems, which were more than 30 years old. Because the systems were not integrated, many processes were redundant. Decentralized activities often led to inconsistent practices among agencies.</p> <p>There were two projects that Deloitte was the prime contractor on: the SAP HCM implementation, and the establishment of a Shared Service Center.</p> <p>The implementation concentrated on the Human Resources (HR) module, which consisted of Organizational Management, Personnel Administration, Benefits Administration, Time Management, Payroll Administration, Training and Events, Personnel Development, and Employee Self-Service (ESS)/Manager Self-Service (MSS) via the SAP Portal. Business Warehousing System was also implemented, in order to achieve additional reporting functionality.</p> <p>The functionality was rolled-out in two phases and the system was interfaced to the legacy General Ledger accounting system. In addition, to support the HR module, pieces of Finance (FI), Controlling (CO), and Funds Management (FM) master data were also loaded.</p> <p>The implementation of the SAP Human Capital Management (HCM) made by the NC OSC provided them with an opportunity to examine their service delivery model, which generated the need of implementing a centralized shared services center to support SAP.</p> <p>The shared services implementation scope included designing the organization, facilities, processes, and technologies, to include:</p> <ul style="list-style-type: none"> <li>• Organizational structure, job design and descriptions, staffing levels, and shift scheduling</li> <li>• Facilities design</li> <li>• Service level agreements, performance objectives, metrics, and reporting</li> <li>• Process design, call center script development, frequently asked questions, and knowledge management</li> <li>• Call and case management design, testing, and implementation</li> <li>• Telephony components of VoIP telephones including Automated Call Distribution and full integration with Remedy case management</li> <li>• Training strategy, development of training materials, and training of Shared Service Center Staff</li> <li>• Ongoing support of a productive SAP HR/Payroll HCM system</li> </ul> <p>With this project, the State has reduced the number of redundant processes and has led to more consistent policy application. The Shared Services Center has also given state employees, beyond core system users, an additional avenue to have questions answered. In addition, with benefits processing and billing centralization, the State realized a benefits plan cost savings of \$350,000 in 2008 due to the identification and elimination of duplicate billing.</p>
<b>H. Modules Implemented</b>	<ul style="list-style-type: none"> <li>• HCM (Human Capital Management)</li> <li>• BW (Business Information Warehouse)</li> <li>• BI (Business Intelligence)</li> <li>• EP (Enterprise Portal)</li> </ul>



RFP Requirement	Deloitte Response
<b>I. Third Party Software Implemented</b>	None
<b>J. Original Services Contract Amount</b>	\$30 million for system implementation \$3.9 million for shared services
<b>K. Final Contract Amount (including any change orders)</b>	\$30 million for system implementation \$3.9 million for shared services
<b>L. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	Phase 1: March 2006 to January 2008 Phase 2: January 2008 to December 2008
<b>M. Actual implementation time frame</b>	March 2006 to December 2008

**Table C-18. State of North Carolina, Office of the Comptroller (NC OSC) ERP Project Experience.**

RFP Requirement	Deloitte Response
<b>A. Public Sector Entity Name</b>	<b>State of New York, Office of the State Comptroller</b>
<b>B. Annual budget of the entity at the time the project started</b>	\$125 billion
<b>C. Head count in employees for that entity at the time the project started</b>	236,719 (including higher education)
<b>Bidder role (Prime Contractor or Subcontractor)</b>	Prime
<b>D. If Bidder was the Prime Contractor, name any Subcontractors contributing more than 5 people to the project)</b>	CMA (a local women-owned firm) Infosys International (a local minority firm) CherryRoad
<b>E. If Bidder was the Subcontractor, name the Prime Contractor on the project</b>	N/A
<b>F. ERP Software (if applicable)</b>	PeopleSoft Financials
<b>G. Project Description</b>	<p>Deloitte has been involved in statewide financial system projects for NY for many years:</p> <ul style="list-style-type: none"> <li>• As the finance transformation firm that assisted the Division of Budget (DOB) and the Office of the Chief Information Office (CIO) to define the requirements and develop the high level business processes for the New York Financial Management System (NYFMS)</li> <li>• As the system integrator for the New York State Office of the State Comptroller (OSC)'s Future of the Central Accounting System (FOCAS) project</li> <li>• As one of two system integrators for the New York Statewide Financial System (SFS) once the NYFMS and FOCAS projects were combined</li> </ul> <p>While DOB and the CIO report up to the Governor, the State Comptroller is a separately elected official with audit and control responsibilities for the State. Statewide ERP implementations in states with separately elected officials (Governor, Comptroller, Auditor, and/or Treasurer) are considered more challenging than those without. Due to constitutional separation of duties and the reporting and control requirements of each constitutional entity, configuring today's ERP solution as a "one size fits all" presents project challenges.</p>





RFP Requirement	Deloitte Response
	<p>While a single instance is the most efficient approach from a technical standpoint for a statewide ERP system, initially New York did not have the necessary governance to support a single instance and looked to a Service Oriented Architecture (SOA) to tie the FOCAS and NYFMS systems together. However, when confronted with the fiscal challenge of a down economy, the State and its key vendors designed an approach that combined the FOCAS and NYFMS projects into a single instance and launched a Statewide Financial System (SFS) program. This combined approach has saved tens of millions of dollars in project costs.</p> <p>Deloitte worked with the State Comptroller, the Division of Budget, executive agencies and the State's other vendors (Oracle, KPMG, and IBM) to help develop a common chart-of-accounts and statewide vendor file. OSC has defined its future state business processes and prepared a Business Transformation Blueprint enabled by Deloitte's IndustryPrint™. The blueprint serves as the basis for implementing the state business processes within the OSC operations.</p> <p>SFS is the official book of record for the financial data of the State. Some agencies use the system directly, while other state agencies, such as SUNY and CUNY, send interface files to SFS. SFS is used for payments for all agencies, totaling \$133 billion in annual expenditures.</p> <p>Implemented in April 2012, the project represents the first statewide IT transformation initiative with a high degree of joint participation between separately elected officials. A formal Governance Board (GB), which consists of senior executives from DOB and OSC, has been commissioned to oversee the execution of the program and continue to look for opportunities to do work faster, better, and cheaper.</p>
<b>H. Modules Implemented</b>	<ul style="list-style-type: none"> <li>• General Ledger</li> <li>• Commitment Control (Budgets)</li> <li>• eSupplier Connection</li> <li>• eProcurement</li> <li>• Purchasing (including Vendors, Procurement Contracts and P-card Functionality)</li> <li>• Accounts Payable</li> <li>• Grants</li> <li>• Projects</li> <li>• Contracts</li> <li>• Billing</li> <li>• Accounts Receivable</li> <li>• Banking (including Bank Reconciliation)</li> <li>• Cash Management</li> <li>• Deal Management (including Investments)</li> <li>• Travel and Expense (including Travel Credit Card Functionality)</li> <li>• Contract Audit Module (custom bolt-on designed by Deloitte)</li> <li>• High Volume Transaction Processor (custom bolt-on designed and developed by Deloitte)</li> </ul>
<b>I. Third Party Software Implemented</b>	None
<b>J. Original Services Contract Amount</b>	\$28 million
<b>K. Final Contract Amount (including any change orders)</b>	\$70 million. The project was changed from the Comptroller Centralized Accounting System to the Statewide Financial System
<b>L. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	The original implementation date was April 2010 for the Centralized Accounting System, but the implementation date was changed when the scope was expanded to be the Statewide Financial System.
<b>M. Actual implementation time frame</b>	November 2007 to April 2012 (support through November 2014)

**Table C-19. State of New York Office of the State Comptroller ERP Project Experience.**



## Improvements to Statewide Implementations

Deloitte has performed three projects over the last seven years that are built off of existing statewide ERP implementations.

- Finance Transformation for Pennsylvania, which provided significant process improvements that utilized new functionality in the SAP system.
- Additional DOT functionality for the Pennsylvania Department of Transportation that resulted in the retirement of several systems and provided additional automation to the maintenance and asset management processes.
- FHWA and other functionality for New Mexico, including the Department of Transportation.

The information for the Finance Transformation Project can be found below. The information for the PennDOT and NMDOT projects can be found in *Section 2.5.2, Relevant DOT Experience*.

RFP Requirement	Deloitte Response
<b>A. Public Sector Entity Name</b>	<b>Commonwealth of Pennsylvania (Office of Administration and Office of Budget)</b>
<b>B. Annual budget of the entity at the time the project started</b>	\$59.1 billion
<b>C. Head count in employees for that entity at the time the project started Bidder Role (Prime Contractor or Subcontractor)</b>	93,500
<b>Bidder role (Prime Contractor or Subcontractor)</b>	Prime
<b>D. If Bidder was the Prime Contractor, name any Subcontractors contributing more than 5 people to the project)</b>	No subcontractors contributing more than five people to the project
<b>E. If Bidder was the Subcontractor, name the Prime Contractor on the project</b>	N/A
<b>F. ERP Software</b>	SAP
<b>G. Project Description</b>	<p><b>Finance Transformation Project</b></p> <p>The Office of Administration and the Office of Budget of the Commonwealth of Pennsylvania commissioned an ERP initiative to optimize functionality and the related business processes for the Comptroller Operations. The Office of Administration and the Office of Budget of the Commonwealth of Pennsylvania had many financial management processes, as well as several key business areas, that required improvement in regards to technology, processes, policy, and organizational approaches.</p> <p>The implementation of the ERP allowed the Commonwealth to apply leading practices for its financial administration operations. It also implemented other leading and emerging technologies such as imaging, workflow, and optical character recognition (OCR) resulting in:</p> <ul style="list-style-type: none"> <li>• Consolidated six decentralized Comptroller Operations Offices into one</li> <li>• Established centralized organizations for the following: Payable Services, Accounting, Financial Management, Quality Assurance (QA and Performance Measurement), and Audits</li> <li>• Established an Office of Workforce Development and Training to serve Budget Office needs</li> </ul>



RFP Requirement	Deloitte Response
	<ul style="list-style-type: none"> <li>Established a Supplier Service Center to provide a one-stop center for supplier services</li> <li>Required most purchase requisition to be reviewed by the agency fiscal unit</li> <li>Centralized receipt, imaging, and indexing for most paper invoice</li> <li>Implemented monetary tolerances for payment of the invoice to allow variances in invoices</li> <li>Redesigned Purchase Order and Contract/Grant Review processes aligned with leading practices</li> <li>Implemented workflow to streamline Procure-to-Pay business processes</li> <li>Centralized accounts receivable and revenue functions, streamlined processes, and established AR performance reporting</li> <li>Created an electronic file process with one utility that will reduce processing of more than 1,000 invoices monthly</li> </ul> <p>The business processes included in the project scope were Procure-to-Pay, Internal Audit, Revenue/Cash Management, CAFR and Financial Reporting, and Accounting Operations. As a result of this project, the Commonwealth has realized a \$4.8 million annual savings from labor reduction, material costs, improved decision making, and more strategic operations.</p>
<b>H. Modules Implemented</b>	<p>While we assisted Pennsylvania in the implementation of the SAP ERP system in a prior project, the Finance Transformation Project focused on the improved processes in the following modules:</p> <p>FI (Financial Accounting) FI-AR (Accounts Receivable) FI-BL (Bank Accounting)</p>
<b>I. Third Party Software Implemented</b>	N/A
<b>J. Original Services Contract Amount</b>	\$6 million
<b>K. Final Contract Amount (including any change orders)</b>	\$6 million
<b>L. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	February 2008 to June 2009
<b>M. Actual implementation time frame</b>	February 2008 to June 2009

Table C-20. Commonwealth of Pennsylvania (Office of Administration and Office of Budget) ERP Project Experience.

## State Agency Implementations

Deloitte has led the following state agency ERP implementations over the last seven years:

- Pennsylvania Liquor Control Board, where Deloitte brought extensive improvements in business processes using modern technology
- Colorado Department of Transportation (CDOT), where Deloitte implemented SAP to address CDOT's needs, including FHWA processing
- State of Texas agencies, where Deloitte upgraded the State's version of PeopleSoft Financials and implemented it in three state agencies
- State of California Department of Public Health Genetic Screening Division, where Deloitte is currently assisting the agency in the implementation of PeopleSoft



The information on the Colorado Department of Transportation can be found in *Section 2.5.2, Relevant DOT Experience*. Information on the other agency implementations is provided below.

RFP Requirement	Deloitte Response
<b>A. Public Sector Entity Name</b>	<b>Commonwealth of Pennsylvania Liquor Control Board</b>
<b>B. Annual budget of the entity at the time the project started</b>	\$274 million
<b>C. Head count in employees for that entity at the time the project started Bidder Role (Prime Contractor or Subcontractor)</b>	3,044
<b>Bidder Role (Prime Contractor or Subcontractor)</b>	Prime
<b>D. If Bidder was the Prime Contractor, name any Subcontractors contributing more than 5 people to the project)</b>	No subcontractors contributing more than five people to the project
<b>E. If Bidder was the Subcontractor, name the Prime Contractor on the project</b>	N/A
<b>F. ERP Software</b>	Oracle E-Business Suite
<b>G. Project Description</b>	<p>The Commonwealth of Pennsylvania Liquor Control Board (PLCB) commissioned an ERP initiative to replace the existing legacy accounting, purchasing, inventory management, distribution, and sales tracking systems, and integrate with the existing point of sale, and warehouse management.</p> <p>Pennsylvania Liquor Control Board (PLCB) is the state agency that controls the acquisition and distribution of wine and spirits within the Commonwealth. They are also responsible for alcohol licensing, taxation, enforcement, and educational initiatives. They are the sole purchaser, distributor, and retailer for wine and spirits in Pennsylvania, with more than 600 stores across the Commonwealth. In fact, they are the largest purchaser of wine and spirits in the United States.</p> <p>PLCB used a number of antiquated applications and different processes to manage the product, inventory, and profitability of spirit and wine sales in the Commonwealth, which caused inefficiency and a lack of information transparency.</p> <p>The project was implemented in 3 phases:</p> <ul style="list-style-type: none"> <li>• Phase 1 built the technical infrastructure for the project and established the retail and financial foundation required for transformation</li> <li>• Phase 2 completed the transformation of financial, retail, and supply chain operational processes and systems that included the operational/management reporting dashboards</li> <li>• Phase 3 completed the store-level deployment of Order-to-Cash and Store Inventory Management processes. It also integrated eCommerce portals with the solution</li> </ul> <p>The implementation of the ERP yielded annual recurring benefits of approximately \$74 million on an initial one-time basis, and is estimated to bring an additional \$66 million on a recurring annual basis.</p>
<b>H. Modules Implemented</b>	Financial and Retail
<b>I. Third Party Software Implemented</b>	N/A
<b>J. Original Services Contract Amount</b>	\$20 million



RFP Requirement	Deloitte Response
<b>K. Final Contract Amount (including any change orders)</b>	\$50 million (The system was delivered on budget. After the system went live, the LCB added significant additional enhancements and ongoing maintenance/support which increased the total cost of the project beyond its original estimate.)
<b>L. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	Phase 1: September 2007 to July 2008 Phase 2: July 2008 to March 2009 Phase 3: March 2009 to June 2009 Phase 4: November 2009 to Present
<b>M. Actual implementation time frame</b>	September 2007 to June 2009

**Table C-21. Pennsylvania Liquor Control Board ERP Project Experience.**

RFP Requirement	Deloitte Response
<b>A. Public Sector Entity Name</b>	<b>State of Texas – Comptroller of Public Accounts</b>
<b>B. Annual budget of the entity at the time the project started</b>	Approximately \$250 million for the agencies implemented
<b>C. Head count in employees for that entity at the time the project started Bidder Role (Prime Contractor or Subcontractor)</b>	Less than 1,000 for the agencies implemented
<b>Bidder Role (Prime Contractor or Subcontractor)</b>	Prime
<b>D. If Bidder was the Prime Contractor, name any Subcontractors contributing more than 5 people to the project)</b>	ACS Resource Integrators Allied Consultants
<b>E. If Bidder was the Subcontractor, name the Prime Contractor on the project</b>	N/A
<b>F. ERP Software</b>	PeopleSoft Financials
<b>G. Project Description</b>	Originally the contract had options for Deloitte to implement PeopleSoft statewide, on an agency by agency basis. The initial plan was to implement PeopleSoft Financials and HCM version 9.1 for the State of Texas for five Agencies: TXDOT, Health and Human Services, Department of Information Resources and DMV). After the completion of the Design phase, the State decided to de-scope the HCM implementation and limit the work to upgrading the customized version of PeopleSoft Financials to 9.1 and implement Financials for Department of Information Resources and the Texas Toll Authority.
<b>H. Modules Implemented</b>	<ul style="list-style-type: none"> <li>• General Ledger</li> <li>• Accounts Payable</li> <li>• Asset Management</li> <li>• Accounts Receivable</li> <li>• Business Intelligence</li> <li>• Projects</li> <li>• Grants</li> <li>• Purchasing</li> </ul>



RFP Requirement	Deloitte Response
	<ul style="list-style-type: none"> <li>• eProcurement</li> <li>• Inventory</li> <li>• Budgeting</li> </ul>
<b>I. Third Party Software Implemented</b>	Vinimaya integration
<b>J. Original Services Contract Amount</b>	\$19.8 million, with options of up to \$250 million
<b>K. Final Contract Amount (including any change orders)</b>	\$21 million
<b>L. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	October 2009 to October 2011
<b>M. Actual implementation time frame</b>	October 2009 to October 2011

**Table C-22. State of Texas – Comptroller of Public Accounts ERP Project Experience.**

RFP Requirement	Deloitte Response
<b>A. Public Sector Entity Name</b>	State of California, Department of Public Health Genetic Department of Screening Program
<b>B. Annual budget of the entity at the time the project started</b>	\$120 million
<b>C. Head count in employees for that entity at the time the project started Bidder Role (Prime Contractor or Subcontractor)</b>	169 employees
<b>Bidder Role (Prime Contractor or Subcontractor)</b>	Prime
<b>D. If Bidder was the Prime Contractor, name any Subcontractors contributing more than 5 people to the project)</b>	No subcontractors contributing more than five people to the project
<b>E. If Bidder was the Subcontractor, name the Prime Contractor on the project</b>	N/A
<b>F. ERP Software</b>	PeopleSoft Financials 9.2
<b>G. Project Description</b>	PeopleSoft 9.2 Upgrade
<b>H. Modules Implemented</b>	<ul style="list-style-type: none"> <li>• Purchasing</li> <li>• Accounts Payable</li> <li>• General Ledger</li> <li>• Commitment Controls</li> </ul>



RFP Requirement	Deloitte Response
I. Third Party Software Implemented	No
J. Original Services Contract Amount	\$678,947
K. Final Contract Amount (including any change orders)	\$803,947
L. Original implementation phasing schedule and time frame (specific phase durations are required)	<ul style="list-style-type: none"> <li>• Planning: May 20, 2013 to June 3, 2013</li> <li>• Design: June 3, 2013 to August 5, 2013</li> <li>• Build: August 5, 2013 to October 14, 2013</li> <li>• Deploy: October 14, 2013 to November 4, 2013</li> <li>• Support: November 4, 2013 to December 3, 2013</li> </ul>
M. Actual implementation time frame	Six months

Table C-23. State of California Department of Public Health Genetic Department of Screening Program ERP Project Experience.

## Statewide Upgrades

RFP Requirement	Deloitte Response
A. Public Sector Entity Name	State of Georgia
B. Annual budget of the entity at the time the project started	Approximately \$40 billion
C. Head count in employees for that entity at the time the project started Bidder Role (Prime Contractor or Subcontractor)	111,802 (2,500 PeopleSoft Financial Systems users across the state)
Bidder Role (Prime Contractor or Subcontractor)	Prime
D. If Bidder was the Prime Contractor, name any Subcontractors contributing more than 5 people to the project)	No subcontractors contributing more than five people to the project
E. If Bidder was the Subcontractor, name the Prime Contractor on the project	N/A
F. ERP Software	PeopleSoft Financials
G. Project Description	The State of Georgia State Accounting Office (SAO) is responsible for financial systems and financial reporting for the state. SAO operates PeopleSoft Financials/Supply Chain and Human Capital Management software that supports operations for approximately 60 state agencies. The State of Georgia had previously implemented PeopleSoft v7.5 in 1999 and had already performed an upgrade to v 8.8 in 2005.



RFP Requirement	Deloitte Response
	<p>The PeopleSoft ERP system enables the agencies to work together on a common platform and institute leading practices to operate more efficiently while maintaining the focus on their core missions. The State employs approximately 50,000 personnel in its state capitol offices in Atlanta and agency locations throughout its 158 counties. The collection of agencies has annual expenditures of around \$18 billion and maintains records for more than 500,000 vendors.</p> <p>The State decided to upgrade its implementation of PeopleSoft Financial applications in order to have current software function in place to support new initiatives. Based on their positive experience with PeopleSoft services that BearingPoint (now Deloitte) had provided to the State, SAO selected BearingPoint to be their service provider on the upgrade project. For this engagement, BearingPoint provided project assessment and planning services, testing management and execution services, and ongoing project management. We developed the project plan for the State based on our experience with similar PeopleSoft upgrade projects, and at SAO's request, assumed responsibility for managing the plan through the project's successful go-live. We served as the overall project manager for the project, and worked with SAO to execute the project plan, to identify risks and mitigating actions, and to coordinate the participation of project resources. We worked with SAO technical staff to plan, schedule, and coordinate post-cutover testing for seven test moves to production. We provided weekly status reporting and monthly budget reporting for the effort. To perform the necessary testing on the project, we developed approximately 1,300 test scripts, and coordinated and executed testing for five major test cycles. In total, we performed approximately 7,000 scripted tests in coordination with State personnel. Our deeply experienced functional team helped their State counterparts work through defect resolution created by the upgrade process, identifying, implementing, and testing needed configuration changes, technical fixes, and process workarounds. The functional staff also provided significant support during User Acceptance Testing, End-User Training, and Post-Live Support activities.</p> <p>We completed the upgrade on time and under budget, with no significant, unplanned interruptions in service to the supported agencies. Agency system users reported a positive experience, and gratified to be involved in the project user acceptance testing phase. SAO expects additional functionality available in version 9.0 will enable the State to significantly reduce its inventory of approximately 1,000 customizations. This, in turn, would reduce its ongoing cost to maintain the PeopleSoft applications.</p>
<b>H. Modules Implemented</b>	<ul style="list-style-type: none"> <li>• Project Costing</li> <li>• Contract Administration</li> <li>• General Ledger</li> <li>• Accounts Payable</li> <li>• Purchasing</li> <li>• Billing</li> <li>• Treasury</li> <li>• Asset Management</li> <li>• Accounts Receivable</li> <li>• Commitment Control Budgeting</li> </ul>
<b>I. Third Party Software Implemented</b>	N/A
<b>J. Original Services Contract Amount</b>	\$5 million
<b>K. Final Contract Amount (including any change orders)</b>	\$5.4 million
<b>L. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	July 2007 to September 2008
<b>M. Actual implementation time frame</b>	July 2007 to September 2008

Table C-24. State of Georgia ERP Project Experience.





## 2.5.2 Relevant DOT Experience

Attachment C: Page 7

RFP Reference: Attachment C

All State or State Departmental ERP Projects that the Bidder has been engaged in over the last seven years (either as the prime contractor or a subcontractor) (regardless of completion status) that involved implementation of FHWA Billing functionality as part of the project. Failure to disclose such projects may result in the Bidder receiving lower evaluation scores or even rejection of the Bidder's proposal.

Deloitte has experience within the last seven years implementing FHWA billing with both SAP and PeopleSoft, as shown below. Prior to that, Deloitte provided resources to the North Carolina DOT and Pennsylvania DOT implementations of SAP, which included FHWA processing. Deloitte also implemented FHWA processing as part of the original Pennsylvania statewide ERP Project.

RFP Requirement	Deloitte Response
<b>A. Public Sector Entity Name</b>	<b>State of Colorado Department of Transportation (CDOT)</b>
<b>B. Bidder role (Prime Contractor or Subcontractor)</b>	Prime Contractor
<b>C. If Bidder was the Prime Contractor, name any Subcontractors contributing more than 5 people to the project)</b>	Geo Decisions Terra Firma Dye Management
<b>D. If Bidder was the Subcontractor, name the Prime Contractor on the project</b>	N/A
<b>E. ERP Software</b>	SAP
<b>F. Software used for FHWA Billing or Statewide Improvement Plan functionality</b>	Custom Development in SAP
<b>G. Project Description</b>	<p>The State of Colorado Department of Transportation (CDOT) commissioned an ERP initiative to replace a disparate system landscape and integrate functional processes within one system environment.</p> <p>All the different, and unrelated, systems used by the CDOT generated reports with contradictory information that could take days or weeks to prepare and then the same amount of time to reconcile; which in turn caused increased staff workload, as well as considerable delays in response time.</p> <p>By implementing SAP as a single point of entry for enterprise data, as well as core software capabilities and workflow technology, the CDOT not only reduced redundant data entry efforts, but it also streamlined business activities, improved cross-departmental coordination, and improved management reporting for projects, maintenance, and other functions, as well as for the overall enterprise across the areas of Finance, Accounting, Purchasing, and Human Resources. It also enabled DOT-specific workflows to be used for CDOT requirements in Budgeting, Maintenance, and Construction Projects.</p> <p>Perhaps most importantly, this solution directly addressed transportation management complexities. Its capabilities included a Federal Aid Billing solution that recovers more than \$400 million annually from the FHWA, which improved the overall cash management by reducing interest charges, and facilitating the ability to graphically plan road maintenance. Additionally, it allocated funds using the existing Geographic Information System (GIS) (connected with the ERP system), automated road surveys and single time entry, which are fully integrated into the planning process. Moreover, it included reporting solutions for Project Cost-Management that integrate budget/funding calculations, projects by provider and appropriate summarizations, and multiple planning scenarios that enabled the CDOT to monitor expenditures (planned and actual) against budget, and plan for up to 20 years in order to meet the stringent FHWA requirements.</p>



RFP Requirement	Deloitte Response
<b>H. Modules Implemented</b>	<ul style="list-style-type: none"> <li>• FI (Financial Accounting)</li> <li>• BW (Business Warehouse)</li> <li>• BI (Business Intelligence)</li> <li>• CO (Controlling)</li> <li>• HCM (Human Capital Management)</li> <li>• HCM-PA (Personnel Administration)</li> <li>• HCM-PA-TIM (Time Management)</li> <li>• HCM-PA-PAY (Payroll)</li> <li>• HCM-PD-PE (Training and Event Management)</li> <li>• IM (Investment Management)</li> <li>• LE (Logistics Execution)</li> <li>• LO (Logistics)</li> <li>• LO-LIS (Logistics Information System)</li> <li>• MM (Materials Management)</li> <li>• PM (Plant Maintenance)</li> <li>• PS (Project System)</li> <li>• PSM (Public Sector Management)</li> </ul>
<b>I. Third Party Software Implemented</b>	None
<b>J. Original Services Contract Amount</b>	\$20.5 million
<b>K. Final Contract Amount (including any change orders)</b>	\$20.5 million
<b>L. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	Phase 1: October 2005 to April 2006 Phase 2: April 2006 to December 2006
<b>M. Actual implementation time frame</b>	October 2005 to December 2006

**Table C-25. State of Colorado Department of Transportation DOT Project Experience.**

RFP Requirement	Deloitte Response
<b>A. Public Sector Entity Name</b>	<b>State of New Mexico Department of Transportation (CDOT)</b>
<b>B. Bidder role (Prime Contractor or Subcontractor)</b>	Prime Contractor
<b>C. If Bidder was the Prime Contractor, name any Subcontractors contributing more than 5 people to the project)</b>	No subcontractors contributing more than five people to the project
<b>D. If Bidder was the Subcontractor, name the Prime Contractor on the project</b>	N/A
<b>E. ERP Software</b>	PeopleSoft Financials & PeopleSoft HCM



RFP Requirement	Deloitte Response
<b>F. Software used for FHWA Billing or Statewide Improvement Plan functionality</b>	Used the FHWA enhancements from Wyoming DOT as the base for the solution.
<b>G. Project Description</b>	<p>The State of New Mexico Department of Transportation (NMDOT) commissioned an ERP initiative to implement a customization, and correct specific deficiencies, needed in its system to support accurate FHWA (Federal Highway Administration) billing processes.</p> <p>Phase I of the PeopleSoft Financials and HCM implementation (done in 2006 by another system integrator) did not include specific functionality to meet NMDOT requirements for Federal Aid Billing and other critical DOT functions, or the ability to integrate with the statewide PeopleSoft applications without negatively affecting other State agencies.</p> <p>By deploying the FHWA billing extension from the State of Wyoming, NMDOT was able to expedite and increase FHWA reporting accuracy while improving data integrity and reducing the manual labor entry for highway projects and subsequent FHWA reimbursement.</p> <p>Based on the success of the FHWA implementation, the State of New Mexico continues to use Deloitte services in other areas of improvement to the existing PeopleSoft implementation, including grants and projects and bank reconciliation.</p>
<b>H. Modules Implemented</b>	<ul style="list-style-type: none"> <li>• PeopleSoft Financials 8.8</li> <li>• PeopleSoft HCM 8.9</li> </ul>
<b>I. Third Party Software Implemented</b>	None
<b>J. Original Services Contract Amount</b>	\$3 million
<b>K. Final Contract Amount (including any change orders)</b>	\$3 million for the implementation of FHWA. Additional costs for ongoing support to DOT and other state agencies
<b>L. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	September 2008 to June 2009
<b>M. Actual implementation time frame</b>	September 2008 to June 2009, followed by ongoing post-implementation support for DOT and other state agencies

**Table C-26. State of New Mexico Department of Transportation DOT project Experience.**

RFP Requirement	Deloitte Response
<b>A. Public Sector Entity Name</b>	<b>Pennsylvania Department of Transportation (PennDOT)</b>
<b>B. Bidder role (Prime Contractor or Subcontractor)</b>	Prime Contractor
<b>C. If Bidder was the Prime Contractor, name any Subcontractors contributing more than 5 people to the project)</b>	No subcontractors contributing more than five people to the project
<b>D. If Bidder was the Subcontractor, name the Prime Contractor on the project</b>	N/A
<b>E. ERP Software</b>	SAP



RFP Requirement	Deloitte Response
<b>F. Software used for FHWA Billing or Statewide Improvement Plan functionality</b>	Enhancements made to SAP product for FHWA billing as part of statewide ImaginePA project.
<b>G. Project Description</b>	In February 2006, PennDOT embarked on an implementation to expand the functional breadth of ImaginePA. PennDOT maintains more than 25,000 bridges and 40,000 miles of highways with an estimated replacement cost of more than \$75 billion. The Maintenance Operations and Resources Information System (MORIS) was a 20 year-old mainframe application that supported the highway maintenance, fleet maintenance, materials management, finance, and time recording processes. PennDOT determined it was time to replace this system with modern ERP functionality. Along with MORIS, the functionality of a separate Sign Inventory Management and Ordering System (SIMOS) would also be replaced with SAP. The system was implemented to control and monitor road and highway maintenance across the state. In addition to the basic highway maintenance scenario, other asset management processes were implemented to include surface improvement, bridges and pipes, planning production, damage claim, rented equipment, and agility and cyclic maintenance. Interfaces were also implemented to integrate this solution with PennDOT's Roadway Management System (RMS), Bridge Management System (BMS2), e-Procurement System, Geographic Information System, and TRAK Fuel and Mileage Collection System. We also implemented fleet management functionality to control and monitor the fleet equipment that supports maintenance operations across the State. This project was completed successfully in January 2008.
<b>H. Modules Implemented</b>	<ul style="list-style-type: none"> <li>• CO (Controlling)</li> <li>• FI (Finance Accounting)</li> <li>• FM (Funds Management)</li> <li>• PS (Project Systems)</li> <li>• HR (Human Resources)</li> </ul>
<b>I. Third Party Software Implemented</b>	None
<b>J. Original Services Contract Amount</b>	\$11million
<b>K. Final Contract Amount (including any change orders)</b>	\$11million
<b>L. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	February 2006 to January 2008
<b>M. Actual implementation time frame</b>	February 2006 to January 2008

Table C-27. Pennsylvania Department of Transportation DOT Project Experience.

### 2.5.3 Relevant Budget Preparation Experience

Attachment C: Page 8	RFP Reference: Attachment C
All State projects that the Bidder has been engaged in over the last seven years (either as the prime contractor or a subcontractor) (regardless of completion status) that involved implementation of Budget Preparation functionality as part of the project. Failure to disclose such projects may result in the Bidder receiving lower evaluation scores or even rejection of the Bidder's proposal.	

Over the last seven years, Deloitte has implemented two budget preparation systems for State Government. Both of these projects involved the implementation of Cognos.

- State of Minnesota
- State of North Carolina



In prior years, Deloitte assisted the Commonwealth of Pennsylvania in the implementation of its budget preparation system as part of its SAP implementation.

Members of the Deloitte team have implemented SAP Public Budget Formulation (PBF) for state governments, including the Colorado Department of Transportation where Deloitte implemented the SAP system. Jason Beal, of Infor, will provide guidance around the integration of SAP and the State's HRM system, including the areas around budget preparation. Jason formerly was a Vice President at SAP, where he was one of the key designers of the Public Budget Formulation (PBF) product, which is built specifically for the State Government. Jason was instrumental in the successful implementation of PBF in government, and is familiar with the State of Michigan from his employment at SAP and Infor – the State's two ERP firms. The team also includes other individuals from SAP Public Services, Quantum Qube, NTT DATA, and K2 Consulting with SAP and PBF experience.

Deloitte has recently been selected (November 2013 intent to award) to implement Hyperion as the budget preparation system for the State of Oklahoma to interface with its PeopleSoft ERP system. The project is not anticipated to begin until after this proposal is due. In addition to Deloitte's budget experience, we bring additional capabilities with our subcontractor SAP Public Services, which are presented following Deloitte's experience below.

RFP Requirement	Deloitte Response
<b>A. Public Sector Entity Name</b>	State of Minnesota
<b>B. Bidder role (Prime Contractor or Subcontractor)</b>	Prime Contractor
<b>C. If Bidder was the Prime Contractor, name any Subcontractors contributing more than 5 people to the project)</b>	None
<b>D. If Bidder was the Subcontractor, name the Prime Contractor on the project</b>	No subcontractors contributing more than five people to the project
<b>E. ERP Software</b>	N/A
<b>F. Budget Preparation Software Used</b>	IBM Cognos Planning, and IBM Cognos Business Intelligence
<b>G. Project Description</b>	<p>Develop initial budget development replacement system (replacing former custom developed solution) until the State selected and implemented their new ERP system. The plan was for the initial budget development system to either be integrated with the new ERP financial system (which became PeopleSoft replacing CGI's legacy AMS Advantage) or be replaced by the new ERP's budget solution (which became Hyperion).</p> <p>The State of Minnesota operates on a two-year budget cycle. The State had a 20-year-old budget system that lacked flexibility and ease of maintenance. It also did not allow for scenario planning within budget programs/activities. The State collaborated with Deloitte to implement Cognos 8 for Budgeting and Reporting as part of a comprehensive Planning, Budgeting, and Reporting implementation. Budget preparation required the use of accounting data at the lowest level; when used as dimensional data, planning at the lowest level of detail increased the size of the models and impacted performance. In addition, large state agencies utilized certain chart-of-account elements, programmatic elements, and organizational structure elements differently than small agencies; this required a solution that would be flexible enough to allow for budget preparation using either, some, or all of these elements.</p> <p>To address these challenges the State of Minnesota engaged Deloitte to assist with the scoping, planning and implementation of the Cognos system. This included the design and configuration of a central budget system along with a relatively basic workspace for agency staff to develop a high-level budget alongside a more detailed workspace to create spending plans at a lower level of detail.</p>



RFP Requirement	Deloitte Response
	<p>Overall, the results included:</p> <ul style="list-style-type: none"> <li>• An innovative and flexible design to allow for the realignment of historical budgetary structures and actual spending data</li> <li>• Establishment of a budget system that significantly streamlines the State's budget document production process and provides enhanced information to decision makers at the agency and enterprise levels</li> <li>• Implementation of a comprehensive and flexible reporting solution to support the budgeting and planning processes using the various organizational, programmatic, and COA elements</li> <li>• Creation of a program/activity-based structure of budgeting applied across agencies and allowing for further enhancement in the future that could be linked to performance based data</li> </ul> <p>The initial solution was used as a stopgap and a prototype. The State hoped it would be the best long term answer as well, while knowing the ERP vendor solution might be better given tighter integration, development, etc. going forward. In the end, the Cognos solution felt too cumbersome for them to use and maintain versus a solution from the ERP vendor that was aligned with their training, development and support plans. While the State used the Cognos-based solution for budget development and was happy with Deloitte's work, they felt there were significant benefits of having everything being with one software vendor over the long run, and they moved to Hyperion as the base for their budget development system.</p>
<b>H. Modules Implemented</b>	Cognos 8 for Budgeting and Reporting
<b>I. Third Party Software Implemented</b>	N/A
<b>J. Original Services Contract Amount</b>	\$1.7 million
<b>K. Final Contract Amount (including any change orders)</b>	\$1.9 million
<b>L. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	August 2008 to September 2009
<b>M. Actual implementation time frame</b>	August 2008 to January 2010

**Table C-28. State of Minnesota Budget Experience.**

RFP Requirement	Deloitte Response
<b>A. Public Sector Entity Name</b>	State of North Carolina, Office of State Budget & Management
<b>B. Bidder role (Prime Contractor or Subcontractor)</b>	Prime Contractor
<b>C. If Bidder was the Prime Contractor, name any Subcontractors contributing more than 5 people to the project)</b>	No subcontractors contributing more than five people to the project
<b>D. If Bidder was the Subcontractor, name the Prime Contractor on the project</b>	N/A
<b>E. ERP Software</b>	N/A
<b>F. Budget Preparation Software Used</b>	IBM Cognos TM1, IBM FileNet, and IBM Cognos Business Intelligence



RFP Requirement	Deloitte Response
<b>G. Project Description</b>	<p>Deloitte was hired to implement an IBM software solution that the state previously acquired under a separate procurement for a centralized, Web-based system for North Carolina state government budget and performance management. The new system was intended to support the following activities:</p> <ul style="list-style-type: none"> <li>• Developing agency budgets, including continuation, expansion, and capital budgets</li> <li>• Agency planning and budgeting at a greater level of detail than their budget submissions</li> <li>• Reviewing agency budgets, including management of budget changes, salary control, and budget allotments through workflows and approvals</li> <li>• Preparing the Governor’s recommended budget and six year capital plan</li> <li>• Producing all budget documents, integrating narratives, tabular data, and graphics</li> <li>• Integrating planning and performance management with budgeting, including metrics</li> <li>• Analyzing budgets through the use of supplementary information (e.g., text justifications, comments, appended documents, and hypertext links), what-if scenarios, data visualization, etc.</li> <li>• Viewing, reporting, and analyzing budget information in alternate hierarchical structures, such as programs, priorities, common themes, fund structure, and organizational structure</li> </ul> <p>During the implementation, the State decided that the IBM FileNet software was not a good fit. It just did not meet their expectations of some of the key requirements. Deloitte did complete the first phase and it was used in production. The budget entry forms for Capital and Operating budgets were successfully rolled out to all of the agencies using IBM FileNet and IBM Cognos TM1. The State decided to complete the budget development processes with custom development, including strategic planning.</p>
<b>H. Modules Implemented</b>	IBM Cognos TM1, IBM Cognos Business Intelligence, IBM FileNet
<b>I. Third Party Software Implemented</b>	N/A
<b>J. Original Services Contract Amount</b>	\$5 million
<b>K. Final Contract Amount (including any change orders)</b>	\$4 million, as the State chose not to complete phase 2
<b>L. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	Phase 1 focused on data collection and aggregation for the Capital and Expansion budgets (completed on time). Phase 2 was for the delivery of the Governor’s budget documents (was canceled after the State determined that integration between IBM FileNet and IBM Cognos was not meeting their expectations)
<b>M. Actual implementation time frame</b>	March 2010 to February 2011

**Table C-29. State of North Carolina, Office of State Budget & Management Budget Experience.**

## SAP

State Public Budget Formulation (PBF) projects primed by SAP Public Services over the last seven years are:

- City of San Antonio
- City of San Diego
- U.S. Custom and Borders Protection
- State of Connecticut Legislative Budget Office



RFP Requirement	Deloitte Response
<b>A. Public Sector Entity Name</b>	<b>City of San Antonio, Texas</b>
<b>B. Bidder role (Prime Contractor or Subcontractor)</b>	Prime
<b>C. If Bidder was the Prime Contractor, name any Subcontractors contributing more than 5 people to the project)</b>	None
<b>D. If Bidder was the Subcontractor, name the Prime Contractor on the project</b>	N/A
<b>E. ERP Software</b>	N/A
<b>F. Budget Preparation Software Used</b>	SAP Public Budget Formulation (PBF) – PEP Module Only
<b>G. Project Description</b>	Public Budget Formulation – PEP Module Only
<b>H. Modules Implemented</b>	PEP Module Only
<b>I. Third Party Software Implemented</b>	None
<b>J. Original Services Contract Amount</b>	\$627,000
<b>K. Final Contract Amount (including any change orders)</b>	N/A
<b>L. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	Project Prep: November 2012 to December 2012 Blueprint: November 2012 to January 2013 Realization: December 2012 to April 2013 Final Prep: March 2013 to April 2013 Go-Live: April 2013
<b>M. Actual implementation time frame</b>	November 2012 to April 2013

**Table C-30. City of San Antonio – SAP Public Services Experience.**

RFP Requirement	Deloitte Response
<b>A. Public Sector Entity Name</b>	<b>City of San Diego, CA</b>
<b>B. Bidder role (Prime Contractor or Subcontractor)</b>	Prime
<b>C. If Bidder was the Prime Contractor, name any Subcontractors contributing more than 5 people to the project)</b>	No subcontractors contributing more than five people to the project
<b>D. If Bidder was the Subcontractor, name the Prime Contractor on the project</b>	N/A





RFP Requirement	Deloitte Response
<b>E. ERP Software</b>	N/A
<b>F. Budget Preparation Software Used</b>	SAP Public Budget Formulation (PBF), along with PatternStream Publication
<b>G. Project Description</b>	SAP PBF, along with PatternStream Publication
<b>H. Modules Implemented</b>	SAP PBF 7.0 (full suite) and PatternStream Publishing
<b>I. Third Party Software Implemented</b>	PatternStream Publishing
<b>J. Original Services Contract Amount</b>	\$1.25 million*
<b>K. Final Contract Amount (including any change orders)</b>	\$1.25 million*
<b>L. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	Blueprint: July 2010 to September 2010 Realization: August 2010 to November 2010 Final Prep: November 2010 Go-Live: November 2010 to December 2013
<b>M. Actual implementation time frame</b>	July 2010 to December 2013

\*The rounded contract value is for consulting services implementation of the complete PBF solution, not just capital budget.

**Table C-31. City of San Diego – SAP Public Services Experience.**

RFP Requirement	Deloitte Response
<b>A. Public Sector Entity Name</b>	<b>U.S. Customs and Border Protection</b>
<b>B. Bidder role (Prime Contractor or Subcontractor)</b>	Prime
<b>C. If Bidder was the Prime Contractor, name any Subcontractors contributing more than 5 people to the project)</b>	None
<b>D. If Bidder was the Subcontractor, name the Prime Contractor on the project</b>	N/A
<b>E. ERP Software</b>	N/A
<b>F. Budget Preparation Software Used</b>	SAP Public Budget Formulation (PBF)
<b>G. Project Description</b>	Implement SAP PBF and Business Objects Reporting
<b>H. Modules Implemented</b>	SAP PBF with PEP
<b>I. Third Party Software Implemented</b>	None
<b>J. Original Services Contract Amount</b>	\$2.5 million*
<b>K. Final Contract Amount (including any change orders)</b>	N/A



RFP Requirement	Deloitte Response
<b>L. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	Blueprint: June 2011 to September 2011 Realization: October 2011 to March 2012 Final Prep: April 2012 Go-Live: May 1, 2012
<b>M. Actual implementation time frame</b>	June 2011 to May 2012

\*The rounded contract value is for consulting services implementation of the complete PBF solution, not just capital budget.

**Table C-32. U.S. Customs and Border Protection – SAP Public Services Experience.**

RFP Requirement	Deloitte Response
<b>A. Public Sector Entity Name</b>	State of Connecticut Legislative Budget Office
<b>B. Bidder role (Prime Contractor or Subcontractor)</b>	Prime
<b>C. If Bidder was the Prime Contractor, name any Subcontractors contributing more than 5 people to the project)</b>	None
<b>D. If Bidder was the Subcontractor, name the Prime Contractor on the project</b>	N/A
<b>E. ERP Software</b>	N/A
<b>F. Budget Preparation Software Used</b>	SAP Public Budget Formulation (PBF)
<b>G. Project Description</b>	Office Fiscal Analysis (OFA). Extension of the legislative branch responsible for budget needs and budget monitoring
<b>H. Modules Implemented</b>	Budget Formulation, Personnel Expenditure Projections
<b>I. Third Party Software Implemented</b>	None
<b>J. Original Services Contract Amount</b>	\$2.2 million
<b>K. Final Contract Amount (including any change orders)</b>	\$2.2 million
<b>L. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	Original plan was analytics followed by a phase for budgeting. This was modified once the project started and became one phase instead of two phases. Ultimately the original plan was combined into one phase, which was executed as such: Project Prep – 1 month Blueprint – 5 months Realization – 7 months Final Prep/Go-Live – 1 month
<b>M. Actual implementation time frame</b>	August 2011 to October 2012

**Table C-33. State of Connecticut Legislative Budget Office – SAP Public Services Experience.**



Attachment C: Page 9

RFP Reference: Attachment C

The State reserves the right to contact any of the listed customers to verify the information; to learn more about the project, customer experience, and services provided; or to determine the level of satisfaction with such services.

Deloitte understands the State may contact the above customers to learn more about each budget system implementation. We can assist in coordinating communications, if needed.



## 2.6 Bidder References for Implementation of Proposed ERP Software

Attachment C: Page 9

RFP Reference: Attachment C

The Bidder must list three completed United States based State Government ERP Projects of similar size and scope involving the proposed ERP software for use as references. If a Bidder has not conducted three United States based State Government ERP Projects of similar size and scope (or larger) involving the proposed ERP software, then it should note that this is the case and provide State Government projects of lesser size and scope using the proposed ERP software. If a Bidder does not have three US based and completed State Government ERP Projects using the proposed software, then it must note that it does not have three qualifying references and list as many as it has.

Deloitte is providing three very strong and relevant State Government references using the SAP ERP software.

- 1. Commonwealth of Pennsylvania.** The largest, broadest and most successful statewide ERP implementation
- 2. State of South Carolina.** SAP replaced the legacy KPMG financial system
- 3. US Navy.** One of the largest State Government SAP financial implementations

RFP Requirement	Deloitte Response
<b>A. Public Sector Entity Name</b>	<b>Commonwealth of Pennsylvania, Office of Administration and Office of Budget</b>
<b>B. Annual budget of the entity at the time the project started</b>	\$42.6 billion
<b>C. Head count in employees for that entity at the time the project started</b>	93,500



RFP Requirement	Deloitte Response
Bidder role (Prime Contractor or Subcontractor)	Prime Contractor
D. If Bidder was the Prime Contractor, name any Subcontractors contributing more than 5 people to the project)	IBM
E. If Bidder was the Subcontractor, name the Prime Contractor on the project	N/A
F. ERP Software	SAP
G. Project Description	<p><b>ImaginePA Project Description</b></p> <p>The Commonwealth assessed its capability to continue to design, build, and maintain legacy systems to support government administrative operations. These systems were not integrated and had various customizations. Agencies attempting to work together relied on a cumbersome, 20 year-old central system that could only produce financial statements with substantial manual effort. The Commonwealth wanted to transform its administrative processes across finance, budgeting, procurement, human resources, and payroll to reduce redundancies. It also wanted to institute leading processes to enable agencies to focus on their core missions. In addition, the Commonwealth wanted to operate consistently from agency to agency and improve overall efficiency by sharing information and integrating processes.</p> <p>After extensive research and deliberation, the decision was made to pursue an ERP Project – “ImaginePA.” To enable the transformation, the Commonwealth decided to contract with BearingPoint (please read the note regarding Deloitte’s acquisition of BearingPoint at the end of this subsection) to implement SAP financials, budgeting, human resources, payroll, procurement, and a business information warehouse.</p> <p>From March 2001 through July 2004, Deloitte helped the Commonwealth successfully deploy the original ImaginePA ERP system initiated under the leadership of Governor Tom Ridge and finalized by Governor Ed Rendell.</p> <p>Our team deployed the ERP functionality in a series of waves. We rolled out budget execution, finance, and procurement functionality from July 2002 to July 2004. The budget preparation, human resources, and payroll functionalities were implemented with a big-bang approach, bringing them online simultaneously at agencies across the state. We implemented budget preparation in July 2002 with Human Resources/Payroll in January 2004. Construction Project Administration was implemented with Procurement. In addition, we developed the business information warehouse to support each deployment of functionality.</p> <p>The ERP system and the accompanying business transformation activities enables the 53 agencies under the Governor’s jurisdiction to operate more consistently by sharing information, integrating processes, and instituting leading practices to be more efficient while maintaining the focus on their core missions.</p> <p>It has streamlined agencies’ procurement operations, simplified the management of vendor contracts, improved workflow and tracking capabilities, and implemented strategic sourcing and just-in-time inventory. Improved accounting functionality has given state agencies the ability to accelerate year-end closing activities and provide easier access to data for enhanced reporting and analysis for budgeting decisions.</p> <p>Human resource processes are more efficient, enabling open positions to be filled more quickly. The improved payroll system has reduced errors and limited the time staff needed to dedicate to that effort. Travel planning and travel management has provided an efficient online system for employees required to travel as a condition of their employment.</p> <p>The sheer size and complexity of this implementation and the related project management, change management, and business transformation efforts, make this engagement one of the most highly visible statewide ERP Projects to date. This fact prompted frequent inquiries from state and local governments both nationally and internationally. Pennsylvania remains one of the largest statewide ERP implementation to date.</p>



RFP Requirement	Deloitte Response
	<p><b>PennDOT Enhancements</b></p> <p>In February 2006, PennDOT embarked on an implementation to expand the functional breadth of ImaginePA. PennDOT maintains more than 25,000 bridges and 40,000 miles of highways with an estimated replacement cost of more than \$75 billion. The Maintenance Operations and Resources Information System (MORIS) was a 20 year-old mainframe application that supported the highway maintenance, fleet maintenance, materials management, finance, and time recording processes. PennDOT determined it was time to replace this system with modern ERP functionality. Along with MORIS, the functionality of a separate Sign Inventory Management and Ordering System (SIMOS) would also be replaced with SAP. The system was implemented to control and monitor road and highway maintenance across the state. In addition to the basic highway maintenance scenario, other asset management processes were implemented to include surface improvement, bridges and pipes, planning production, damage claim, rented equipment, and agility and cyclic maintenance. Interfaces were also implemented to integrate this solution with PennDOT's Roadway Management System (RMS), Bridge Management System (BMS2), e-Procurement System, Geographic Information System, and TRAK Fuel and Mileage Collection System. We also implemented fleet management functionality to control and monitor the fleet equipment that supports maintenance operations across the State. This project was completed successfully in January 2008.</p> <p><b>Finance Transformation</b></p> <p>The Office of Administration and the Office of Budget of the Commonwealth of Pennsylvania commissioned an ERP initiative to optimize functionality and the related business processes for the Comptroller Operations.</p> <p>The Office of Administration and the Office of Budget of the Commonwealth of Pennsylvania had many financial management processes, as well as several key business areas, that required improvement in regards to technology, processes, policy, and organizational approaches.</p> <p>The implementation of the ERP allowed the Commonwealth to apply leading practices for its financial administration operations. It also implemented other leading and emerging technologies such as Imaging, Workflow, and Optical Character Recognition (OCR) resulting in:</p> <ul style="list-style-type: none"> <li>• Consolidated six decentralized Comptroller Operations Offices into one</li> <li>• Established centralized organizations for the following: Payable Services, Accounting, Financial Management, Quality Assurance (QA and Performance Measurement), and Audits</li> <li>• Established an Office of Workforce Development and Training to serve Budget Office needs</li> <li>• Established a Supplier Service Center to provide a one-stop center for supplier services</li> <li>• Required most purchase requisition to be reviewed by the agency fiscal unit</li> <li>• Centralized receipt, imaging, and indexing for most paper invoice</li> <li>• Implemented monetary tolerances for payment of the invoice to allow variances in invoices</li> <li>• Redesigned Purchase Order and Contract/Grant Review processes aligned with leading practices</li> <li>• Implemented workflow to streamline Procure-to-Pay business processes</li> <li>• Centralized accounts receivable and revenue functions, streamlined processes, and established AR performance reporting</li> <li>• Created an electronic file process with one utility that will reduce processing of more than 1,000 invoices monthly</li> </ul> <p>The business processes included in the project scope were Procure-to-Pay, Internal Audit, Revenue/Cash Management, CAFR and Financial Reporting, and Accounting Operations.</p> <p>As a result of this project, the Commonwealth has realized a \$4.8 million annual savings from labor reduction, material costs, improved decision making, and more strategic operations.</p>
<p><b>H. Modules Implemented</b></p>	<ul style="list-style-type: none"> <li>• FI (Financial Accounting)</li> <li>• Financial and Fund Management</li> <li>• Budget Control</li> <li>• Budget Preparation</li> <li>• Asset Management</li> <li>• Facilities and Fleet Management</li> <li>• Payroll</li> <li>• HR Payroll</li> <li>• HR Personnel Administration</li> </ul>



RFP Requirement	Deloitte Response
	<ul style="list-style-type: none"> <li>• HR Organizational Management</li> <li>• HR Employee Self Service</li> <li>• HR Manager Self Service</li> <li>• HR Time and Attendance</li> <li>• CRM Call Center</li> <li>• BusinessObjects Business Intelligence</li> <li>• MM-PUR (Purchasing/Procurement)</li> </ul>
<b>I. Third Party Software Implemented</b>	N/A
<b>J. Original Services Contract Amount</b>	\$123 million for Statewide ERP
<b>K. Final Contract Amount (including any change orders)</b>	<p>\$140 million total:</p> <ul style="list-style-type: none"> <li>• \$123 million for Statewide ERP</li> <li>• \$11 million for the implementation of maintenance and operations functionality at PennDOT</li> <li>• \$6 million for Finance Transformation</li> </ul>
<b>L. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	<p>February 2001 to February 2006 for Statewide ERP (included 20 month warranty period following full implementation of functionality). "Wave" implementations for finance, budget, procurement, travel – between July 2002 and April 2003 (4 waves July, October, January and April 2003)</p> <p>HR scheduled for March 2003</p> <p>February 2008 to June 2009 for Finance Transformation</p>
<b>M. Actual Implementation Time frame</b>	<p>Project start February 2001. "Wave" implementations for finance, budget, procurement, travel – between July 2002 and January 2003 (3 waves July, October and January, 4<sup>th</sup> wave moved to July 2004)</p> <p>HR/payroll delayed one year by new Governor in 2003 to a "Big Bang" implementation for HR, payroll – January 2004</p> <p>February 2006 to April 2007 for the implementation of maintenance and operations functionality at PennDOT</p> <p>February 2008 to June 2009 for Finance Transformation</p>
<b>Contact name and contact title at the State Government entity</b>	<p>Anna Maria Kiehl Chief Accounting Officer Office of Comptroller Operations</p>
<b>Email, phone, and address of contact name</b>	<p>akiehl@state.pa.us (717) 787-6496 9th Floor, Forum Place, 555 Walnut Street, Harrisburg, PA 17101</p>

**Table C-34. Commonwealth of Pennsylvania, Office of Administration and Office of Budget – State Government references using the SAP ERP software.**

RFP Requirement	Deloitte Response
<b>A. Public Sector Entity Name</b>	State of South Carolina
<b>B. Annual budget of the entity at the time the project started</b>	\$20.4 billion
<b>C. Head count in employees for that entity at the time the project started</b>	30,000



RFP Requirement	Deloitte Response
<b>Bidder role (Prime Contractor or Subcontractor)</b>	Prime
<b>D. If Bidder was the Prime Contractor, name any Subcontractors contributing more than 5 people to the project)</b>	No subcontractors contributing more than five people to the project
<b>E. If Bidder was the Subcontractor, name the Prime Contractor on the project</b>	N/A
<b>F. ERP Software</b>	SAP
<b>G. Project Description</b>	<p>The State of South Carolina commissioned a large ERP initiative to replace aging legacy systems and consolidate statewide finance, procurement, human resources, and payroll functions into a single centralized system.</p> <p>The legacy systems the State used to manage essential back-office functions were aging rapidly and were at risk for failure. Many of these systems were implemented 20 years ago or more, and were limited in their capacity to produce and share information. In addition, many of the 71 state agencies in the SCEIS program acquired or developed their own systems to manage administrative information and processes over the years. The cost of maintaining and supporting this myriad of systems increased each year, reducing the efficiencies realized by implementing these separate systems. Finally, the impact to the State in terms of redundant effort, inconsistent processes, and the scarcity of information needed to support effective decision-making may be even more costly.</p> <p>By integrating core business systems into a single statewide system, The South Carolina Enterprise Information System (SCEIS) enables the State to improve public service delivery and help to standardize many of the business processes used by the agencies today. The combination of best business practices and SAP functionality enable state agencies to operate more efficiently by quickly obtaining and sharing essential information. Government leaders now have access to consistent, accurate and timely information to support decision-making.</p> <p>Listed below is the overall timeline for the project:</p> <ul style="list-style-type: none"> <li>• 2000: Original Request for Proposal (RFP) issued</li> <li>• 2002: Department of Mental Health pilot project with Financial and Materials Management functionality completed</li> <li>• 2004: Statewide ERP Blueprint complete</li> <li>• 2006: Validated Blueprint and go-live at six agencies with Financials and Materials Management functionality completed</li> <li>• 2008: 24 agencies live with Financials and Materials Management functionality completed</li> <li>• 2009: 37 agencies live with Financials and Materials Management functionality completed; 30 agencies live with HR/Payroll</li> <li>• 2010: Three agencies live with Financials and Materials Management functionality and HR/Payroll; 40 agencies live with HR/Payroll</li> <li>• 2011: Department of Transportation live with Financials, Materials Management and HR/Payroll</li> </ul>
<b>H. Modules Implemented</b>	<ul style="list-style-type: none"> <li>• FI (Financial Accounting)</li> <li>• MM (Materials Management)</li> <li>• HR-PAY (Payroll)</li> <li>• Public Budget Formulation (PBF) – implemented by another vendor after the implementation of the rest of the ERP system</li> </ul>
<b>I. Third Party Software Implemented</b>	N/A
<b>J. Original Services Contract Amount</b>	\$32 million





RFP Requirement	Deloitte Response
<b>K. Final Contract Amount (including any change orders)</b>	\$32 million
<b>L. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	<p>January 2008 to June 2012, including post implementation</p> <p><b>Finance and Procurement Implementations</b></p> <ul style="list-style-type: none"> <li>• 6 agencies went live on November 5, 2007</li> <li>• 11 agencies went live on April 7, 2008</li> <li>• 13 agencies went live on November 3, 2008</li> <li>• 37 agencies went live on November 2, 2009</li> <li>• 2 agencies went live on May 3, 2010</li> <li>• 1 agency went live on August 2, 2010</li> </ul> <p><b>Human Resources and Payroll Implementations</b></p> <ul style="list-style-type: none"> <li>• 30 agencies went live on December 2, 2009</li> <li>• 37 agencies went live on June 2, 2010</li> <li>• 3 agencies went live on September 2, 2010</li> </ul> <p><b>Transportation Department implementations</b></p> <ul style="list-style-type: none"> <li>• SCEIS Finance and Procurement went in May 2011, with some functionality rolled out in November 2011</li> </ul> <p>Human Resources/Payroll went in June 2011</p>
<b>M. Actual Implementation Time frame</b>	January 2008 to June 2012, including post implementation support
<b>Contact name and contact title at the State Government entity</b>	Pat O’Cain, Director of SCEIS (SAP Project)
<b>Email, phone, and address of contact name</b>	<p>pocain@gmail.com</p> <p>(803) 530-0414</p> <p>133 Stony Point Ln.</p> <p>Chapin, SC 29036</p>

**Table C-35. State of South Carolina – State Government references using the SAP ERP software.**

RFP Requirement	Deloitte Response
<b>A. Public Sector Entity Name</b>	<b>U.S. Navy Space and Naval Warfare Systems Command (SPAWAR)</b>
<b>B. Annual budget of the entity at the time the project started</b>	\$124.6 billion
<b>C. Head count in employees for that entity at the time the project started</b>	66,000
<b>Bidder role (Prime Contractor or Subcontractor)</b>	Prime Contractor
<b>D. If Bidder was the Prime Contractor, name any Subcontractors contributing more than 5 people to the project)</b>	<p>IBM</p> <p>CACI</p>



RFP Requirement	Deloitte Response
<b>E. If Bidder was the Subcontractor, name the Prime Contractor on the project</b>	N/A
<b>F. ERP Software</b>	SAP
<b>G. Project Description</b>	<p>The U.S. Navy commissioned a large ERP initiative to integrate and build upon the efforts of four pilot SAP programs, in order to provide complete interoperability with a single Financial and Supply Chain Management system of record.</p> <p>The successful SAP pilot programs run within the Navy did not meet the requirements set forth by the SEA ENTERPRISE initiative. Additionally, outdated business process and system generated enterprise wide added costs.</p> <p>By implementing SAP, the U.S. Navy improved ashore logistics for increased Fleet Combat Readiness, integration and improved efficiency of the supply chain providing global visibility of assets, business process reengineering across the enterprise to standardize processes with proven best business practices, improved efficiency resulting in costs reductions for business operations, near real time management reporting functions for decision makers, and the aggressive retirement of legacy applications and standardization of IT systems within the NMCI framework. This new solution allowed them to:</p> <ul style="list-style-type: none"> <li>• Develop and maintain a highly integrated environment with 53 primary interfaces performing over 73,000 weekly batch jobs</li> <li>• Provide daily management, as well as maintain 1.3 million vendors, 23 million materials, and 881,000 customer master records</li> <li>• Create comprehensive software design specifications supporting SAP software applications and tools, and document 536 Information Exchange requirements in the ERP architecture</li> </ul> <p>Additionally, the ERP Project provided cost savings by retiring redundant legacy IT systems, reducing supply inventories due to improved inventory management, and increasing business process efficiencies (retirement of 14 legacy systems through 2010, representing a cost avoidance of \$116 million, as well as an additional 82 systems by 2016 with an expected cumulative cost savings and avoidance of \$682 million). In addition, the supply solution deployment is projected to bring an inventory savings of \$276 million through 2017 and an expected cost avoidance of \$456 million for FY2018 through FY2023.</p> <p>Navy ERP is the first DoD (Department of Defense) ERP program to achieve all DoD milestones on schedule and it is considered a premier IT program within DoD.</p>
<b>H. Modules Implemented</b>	<ul style="list-style-type: none"> <li>• FI (Financial Accounting)</li> <li>• FI-AM (Assets Management)</li> <li>• FM (Funds Management)</li> <li>• CO (Controlling)</li> <li>• SD (Sales &amp; Distribution)</li> <li>• PS (Project System)</li> <li>• PP (Production Planning)</li> <li>• LE (Logistics Execution)</li> <li>• MM (Material Management)</li> <li>• MM-PU (Purchasing/Procurement)</li> <li>• HR (Human Resources)</li> <li>• Document Management</li> <li>• Workflow</li> <li>• EP (Enterprise Portal)</li> <li>• EHS (Environmental Health &amp; Management)</li> <li>• SCM (Supply Chain Management)</li> <li>• SCM-APO (Advanced Planning and Optimization)</li> <li>• BW/BI (Business Warehouse/Business Intelligence)</li> <li>• GRC (Governance Risk &amp; Compliance)</li> <li>• QM (Quality Management)</li> </ul>



RFP Requirement	Deloitte Response
<b>I. Third Party Software Implemented</b>	Tivoli, Software AG (webMethods), SharePoint, Test Director, Load Runner
<b>J. Original Services Contract Amount</b>	\$489 million
<b>K. Final Contract Amount (including any change orders)</b>	\$489 million
<b>L. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	Phase 1 – Blueprint 2003 to 2004 Phase 2 – Realization 2004 to 2006 Phase 3 – Testing 2006 Phase 4 – Go-live/Deploy October 2006 to October 2012
<b>M. Actual Implementation Time frame</b>	Phase 1 – Blueprint 2003 to 2004 Phase 2 – Realization 2004 to 2006 Phase 3 – Testing 2006 Phase 4 – Go-live/Deploy October 2006 to October 2012 <ul style="list-style-type: none"> <li>• Release 1 – Financial Deployment October 2006 to October 2012</li> <li>• Release 2 – Supply Deployment March 2010 to August 2012</li> </ul>
<b>Contact name and contact title at the State Government entity</b>	Valerie Carpenter Project Manager
<b>Email, phone, and address of contact name</b>	valerie.carpenter@navy.mil (410) 224-8775 4301 Pacific Highway San Diego, CA 92110

**Table C-36. U.S. Navy Space and Naval Warfare Systems Command (SPAWAR) – State Government references using the SAP ERP software.**

<b>Attachment C: Page 9</b>	<b>RFP Reference: Attachment C</b>
<p>If the Bidder does not have three qualifying references as described above, then it is permissible for the Bidder to list as reference accounts, State Government ERP Project taking place anywhere in North America that involve ERP packages other than the one proposed or State Government projects of similar size and scope for the proposed ERP solution that have started but are not yet complete. Such additional references should be listed separately under the heading 1.6a 'Additional References'. Bidders should note that the State will give preference to references for US statewide implementations involving the proposed ERP software.</p> <p>The following information must be provided for each qualifying or additional reference:</p>	
<b>Attachment C: Page 9</b>	<b>RFP Reference: Attachment C</b>
<ul style="list-style-type: none"> <li>• The same information required in Section 5.1 items A-M</li> </ul>	
<b>Attachment C: Page 9</b>	<b>RFP Reference: Attachment C</b>
<ul style="list-style-type: none"> <li>• Contact name and contact title at the State Government entity</li> </ul>	
<b>Attachment C: Page 9</b>	<b>RFP Reference: Attachment C</b>
<ul style="list-style-type: none"> <li>• Email, phone, and address of contact name</li> </ul>	
<b>Attachment C: Page 9</b>	<b>RFP Reference: Attachment C</b>
<p>The contact name, email, phone, and address information must be for a person employed by the State Government entity associated with the reference. It is not acceptable to provide a name or contact information for a person who is not employed by the State Government entity.</p>	

Deloitte has provided three qualifying references listed above. This section is not applicable.



C-1  
Mandatory  
Requirements

C-2  
Bidder and  
Software  
Vendor Profiles  
and Experience  
Summary

**Tab C – Bidder and Software Vendor Prior Experience**

2.1 Detailed description of the Bidder's organization	2.9 Software references for all proposed products
2.2 Detailed description of the ERP software vendor's organization	2.10 Evidence of scalability
2.3 Detailed description(s) of any third party software vendors' organizations	2.11 User Group description and materials
2.4 Information on any subcontractors to be used	2.12 Bidder Hosting, Managed Services or Single Tenant SaaS Services Experience
2.5 Bidder implementation experience	2.13 Bidder Hosting, Managed Service, or Single Tenant SaaS Services References
2.6 Bidder references for implementation of proposed ERP software	2.14 Bidder Disaster Recovery Services Experience
2.7 Bidder references for implementation of proposed third party software (if any)	2.15 Bidder Disaster Recovery Services References
2.8 Proposed software implementation history	

## 2.7 Bidder References for Implementation of Third Party Products (if any)

Attachment C: Page 9

RFP Reference: Attachment C

If the Bidder has proposed any third party software, the Bidder must also provide a minimum of 1 reference for a completed project in North America involving the implementation of that product. One reference for each third party product proposed will be required.

Bidders should note that the State will give preference to references involving State governments in the United States and where the Bidder was involved as the prime contractor. However, it is permissible to submit reference information for implementation of such products that involve a Subcontractor, as long as the proposed role and extent of involvement for that Subcontractor are sufficient. It is also permissible to provide a reference that does not involve a US State or other State Government entity. The following information must be provided for such references:

- The same information required in section 5.1 items A-M
- Contact name and contact title at the State Government entity
- Email, phone, and address of contact name

The contact name, email, phone, and address information must be for a person employed by the entity associated with the reference. It is not acceptable to provide a name or contact information for a person who is not employed by the referenced entity.

Deloitte is including SAP Public Services and Finite Matters on our team as subcontractors to assist with the implementation of their products for the project. SAP references are included in prior sections of Tab C and Section 2.9. In this section we are including two references where Finite Matters has been involved in the implementation of their software products.



## Finite Matters Ltd.

Attachment C: Page 9

RFP Reference: Attachment C

- The same information required in section 5.1 items A-M (except that item E should be for the third party product name)

FP Requirement	Deloitte Response
<b>A. Public Sector Entity Name</b>	County of Santa Clara
<b>B. Annual budget of the entity at the time the project started</b>	\$ 3.9 billion (FML has been engaged with the County since 1999)
<b>C. Head count in employees for that entity at the time the project started Bidder Role (Prime Contractor or Subcontractor)</b>	14,917 (FML has been engaged with the County since 1999)
<b>D. If Bidder was the Prime Contractor, name any Subcontractors contributing more than 5 people to the project)</b>	FML was the prime contractor for the project, and did not employ any subcontractors
<b>E. If Bidder was the Subcontractor, name the Prime Contractor on the project</b>	N/A
<b>F. ERP Software</b>	SAP Public Budget Formulation (PBF)
<b>G. Project Description</b>	Setup the FML PatternStream product to publish the County of Santa Clara budget and CIP documents from the newly implemented SAP PBF budget system
<b>H. Modules Implemented</b>	FML PatternStream and Adobe FrameMaker
<b>I. Third Party Software Implemented</b>	FML PatternStream and Adobe FrameMaker
<b>J. Original Services Contract Amount</b>	\$100,000
<b>K. Final Contract Amount (including any change orders)</b>	\$100,000
<b>L. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	February 1999 to May 1999
<b>M. Actual Implementation Time frame</b>	February 1999 to May 1999 Since completion of initial implementation, Finite Matters has continued to provide services for modifications to the original publishing due to a change in the chart of accounts, implementation of the CIP document, implementation of multi-year plans, and most recently, conversion to the SAP Public Budget Formulation (PBF) system. The most recent work began in late 2011 and completed in early 2013.



FP Requirement	Deloitte Response
Contact name and contact title at the State Government entity	Traci Hess Budget Analyst Office of the County Executive
Email, phone, and address of contact name	traci.hess@oba.sccgov.org (408) 277-0103 Office of the County Executive 70 W. Hedding St., East Wing, 11th Floor San Jose, CA 95110-1768

**Table C-37. County of Santa Clara – Third Party Provider Implementation Reference.**

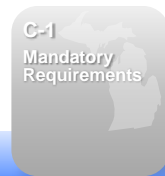
Attachment C: Page 9	RFP Reference: Attachment C
The contact name, email, phone, and address information must be for a person employed by the entity associated with the reference. It is not acceptable to provide a name or contact information for a person who is not employed by the referenced entity.	

RFP Requirement	Deloitte Response
A. Public Sector Entity Name	State of Louisiana
B. Annual budget of the entity at the time the project started	\$ 28.9 million (FML has been working with the State since 2003)
C. Head count in employees for that entity at the time the project started Bidder Role (Prime Contractor or Subcontractor)	82,269 (FML has been working with the State since 2003)
D. If Bidder was the Prime Contractor, name any Subcontractors contributing more than 5 people to the project)	N/A
E. If Bidder was the Subcontractor, name the Prime Contractor on the project	American Management Systems (AMS – now CGI)
F. ERP Software	AMS BRASS
G. Project Description	Setup the FML PatternStream product to publish State's budget documents from the newly implemented AMS BRASS budget system
H. Modules Implemented	FML PatternStream and Adobe FrameMaker
I. Third Party Software Implemented	FML PatternStream and Adobe FrameMaker
J. Original Services Contract Amount	\$100,000
K. Final Contract Amount (including any change orders)	\$100,000
L. Original implementation phasing schedule and time frame (specific phase durations are required)	December 2003 to March 2004



RFP Requirement	Deloitte Response
<b>M. Actual Implementation Time frame</b>	December 2003 to March 2004 (initial implementation) Since completion of initial implementation, Finite Matters has been engaged for continued system enhancements and changes as needed by the State.
<b>Contact name and contact title at the State Government entity</b>	Paul Fernandez Database Administrator, Budget Office
<b>Email, phone, and address of contact name</b>	Paul.Fernandez@LA.GOV (225) 219-0078 P.O. Box 94095 Baton Rouge, LA 70804-9095

**Table C-38. State of Louisiana – Third Party Provider Implementation Reference.**



**Tab C – Bidder and Software Vendor Prior Experience**

2.1 Detailed description of the Bidder's organization	2.9 Software references for all proposed products
2.2 Detailed description of the ERP software vendor's organization	2.10 Evidence of scalability
2.3 Detailed description(s) of any third party software vendors' organizations	2.11 User Group description and materials
2.4 Information on any subcontractors to be used	2.12 Bidder Hosting, Managed Services or Single Tenant SaaS Services Experience
2.5 Bidder implementation experience	2.13 Bidder Hosting, Managed Service, or Single Tenant SaaS Services References
2.6 Bidder references for implementation of proposed ERP software	2.14 Bidder Disaster Recovery Services Experience
2.7 Bidder references for implementation of proposed third party software (if any)	2.15 Bidder Disaster Recovery Services References
2.8 Proposed software implementation history	

## 2.8 Proposed Software Implementation History

**Attachment C: Page 10** | **RFP Reference: Attachment C**

The Bidder must provide implementation history for the proposed software as specified in the Proposed Software Implementation History Table below. Note that implementation history must include those US based projects completed by either the Bidder or other firms and must include all projects that have started or been completed in the last seven (7) years.

Bidders must provide the following information:

- the name of the proposed package (ERP or third party) that has been proposed to meet the State of Michigan's requirements for the listed function
- the name of any state, state agency, college or university, or other State Government entity (as specified in the column headings) that has implemented the proposed software for the listed function

If the Bidder wishes to include private sector or non US based State Government entities that have implemented the proposed software for the listed function, then that information may be included under the 'Additional Information' heading immediately following the completed table. Other clarifying or explanatory information may also be included under that heading.

Note that the State reserves the right to request contact information for any entity listed as having used the proposed software in the Bidders RFP Response.

Deloitte is providing the implementation history for SAP and PatternStream as specified in the Proposed Software Implementation History table that follows. These US based State Government clients have either implemented or updated the products over the last seven years.

### Proposed Software Implementation History

	Function	Proposed Software	Which States (or State Agencies) Have Completed Implementation of This Function Using the Proposed Software?	Which States (or State Agencies) Are in the Process of Implementing This Function Using the Proposed Software?	Which Other Public Sector Entities or Universities have Implemented This Function Using the Proposed Software?
1	Accounts Payable and Disbursements	SAP ERP	<ul style="list-style-type: none"> <li>California Dept. of Corrections</li> <li>California Dept. of Water</li> </ul>	<ul style="list-style-type: none"> <li>Louisiana (remainder of statewide agencies)</li> </ul>	<ul style="list-style-type: none"> <li>Amtrak</li> <li>Internal Revenue Service</li> </ul>





	Function	Proposed Software	Which States (or State Agencies) Have Completed Implementation of This Function Using the Proposed Software?	Which States (or State Agencies) Are in the Process of Implementing This Function Using the Proposed Software?	Which Other Public Sector Entities or Universities have Implemented This Function Using the Proposed Software?
			<p>Resources</p> <ul style="list-style-type: none"> <li>• California Judicial Council of Administrative Office of the Courts</li> <li>• Colorado DOT</li> <li>• Louisiana DOT</li> <li>• North Carolina DOT</li> <li>• Pennsylvania</li> <li>• Pennsylvania Turnpike Commission</li> <li>• South Carolina</li> <li>• Washington DNR</li> </ul>	<ul style="list-style-type: none"> <li>• Mississippi</li> <li>• North Carolina</li> </ul>	<ul style="list-style-type: none"> <li>• NASA</li> <li>• US Army</li> <li>• US Customs and Border Protection</li> <li>• US Defense Logistics Agency</li> <li>• US Department of Agriculture</li> <li>• US Department of the Interior</li> <li>• US Navy</li> </ul>
2	Accounts Receivable and Billing	SAP ERP	<ul style="list-style-type: none"> <li>• California Dept. of Corrections</li> <li>• California Dept. of Water Resources</li> <li>• California Judicial Council of Administrative Office of the Courts</li> <li>• Colorado DOT</li> <li>• Florida DOR</li> <li>• Louisiana DOT</li> <li>• North Carolina DOT</li> <li>• Pennsylvania</li> <li>• Pennsylvania Turnpike Commission</li> <li>• South Carolina</li> <li>• Washington DNR</li> </ul>	<ul style="list-style-type: none"> <li>• Louisiana (remainder of statewide agencies)</li> <li>• Mississippi</li> <li>• North Carolina</li> </ul>	<ul style="list-style-type: none"> <li>• Amtrak</li> <li>• Internal Revenue Service</li> <li>• NASA</li> <li>• US Army</li> <li>• US Customs and Border Protection</li> <li>• US Defense Logistics Agency</li> <li>• US Department of Agriculture</li> <li>• US Department of the Interior</li> <li>• US Navy</li> </ul>
3	Asset Management	SAP ERP	<ul style="list-style-type: none"> <li>• California Dept. of Corrections</li> <li>• California Dept. of Water Resources</li> <li>• Colorado DOT</li> <li>• Louisiana DOT</li> <li>• North Carolina DOT</li> <li>• Pennsylvania</li> <li>• Pennsylvania Turnpike Commission</li> <li>• South Carolina</li> <li>• Washington DNR</li> </ul>	<ul style="list-style-type: none"> <li>• Louisiana (remainder of statewide agencies)</li> <li>• Mississippi</li> <li>• North Carolina</li> </ul>	<ul style="list-style-type: none"> <li>• Amtrak</li> <li>• Internal Revenue Service</li> <li>• NASA</li> <li>• US Army</li> <li>• US Customs and Border Protection</li> <li>• US Defense Logistics Agency</li> <li>• US Department of Agriculture</li> <li>• US Department of the Interior</li> <li>• US Navy</li> </ul>



	Function	Proposed Software	Which States (or State Agencies) Have Completed Implementation of This Function Using the Proposed Software?	Which States (or State Agencies) Are in the Process of Implementing This Function Using the Proposed Software?	Which Other Public Sector Entities or Universities have Implemented This Function Using the Proposed Software?
4	Budget Control	SAP ERP	<ul style="list-style-type: none"> <li>California Dept. of Corrections</li> <li>California Dept. of Water Resources</li> <li>California Judicial Council of Administrative Office of the Courts</li> <li>Colorado DOT</li> <li>Louisiana DOT</li> <li>North Carolina DOT</li> <li>Pennsylvania</li> <li>Pennsylvania Turnpike Commission</li> <li>South Carolina</li> <li>Washington DNR</li> </ul>	<ul style="list-style-type: none"> <li>Louisiana (remainder of statewide agencies)</li> <li>Mississippi</li> <li>North Carolina</li> </ul>	<ul style="list-style-type: none"> <li>Internal Revenue Service</li> <li>NASA</li> <li>US Army</li> <li>US Customs and Border Protection</li> <li>US Defense Logistics Agency</li> <li>US Department of Agriculture</li> <li>US Department of the Interior</li> <li>US Navy</li> </ul>
5	Budget Preparation	PatternStream or PatternStream Automated Document System	<ul style="list-style-type: none"> <li>Commonwealth of Virginia</li> <li>State of Connecticut Judicial Branch</li> <li>State of Georgia</li> <li>State of Iowa</li> <li>State of Louisiana</li> <li>State of Ohio</li> <li>State of Vermont</li> </ul>	<ul style="list-style-type: none"> <li>State of West Virginia</li> <li>Province of Manitoba</li> </ul>	<ul style="list-style-type: none"> <li>See attached list of Federal, County and School at the end of Section 2.8</li> </ul>
6	Budget Preparation (continued)	SAP Public Budget Formulation	<ul style="list-style-type: none"> <li>Colorado DOT</li> <li>Connecticut Legislative Budget Office</li> <li>South Carolina</li> </ul>	<ul style="list-style-type: none"> <li>Mississippi</li> </ul>	<ul style="list-style-type: none"> <li>Amtrak</li> <li>Duke University</li> <li>Fairfax County, VA</li> <li>Fulton County Schools, GA</li> <li>Marin Municipal Water District, CA</li> <li>Metropolitan Water Reclamation District of Greater Chicago, IL</li> <li>Santa Clara County, CA</li> <li>City of San Antonio, TX</li> <li>City of San Diego, CA</li> <li>University of Cincinnati</li> <li>University of Cincinnati</li> <li>US Customs and Border Protection</li> <li>US Department of Agriculture</li> </ul>



	Function	Proposed Software	Which States (or State Agencies) Have Completed Implementation of This Function Using the Proposed Software?	Which States (or State Agencies) Are in the Process of Implementing This Function Using the Proposed Software?	Which Other Public Sector Entities or Universities have Implemented This Function Using the Proposed Software?
7	Cost Allocation	SAP ERP	<ul style="list-style-type: none"> <li>California Dept. of Corrections</li> <li>California Dept. of Water Resources</li> <li>California Judicial Council of Administrative Office of the Courts</li> <li>Colorado DOT</li> <li>Louisiana DOT</li> <li>North Carolina DOT</li> <li>Pennsylvania</li> <li>Pennsylvania Turnpike Commission</li> <li>South Carolina</li> <li>Washington DNR</li> </ul>	<ul style="list-style-type: none"> <li>Louisiana (remainder of statewide agencies)</li> <li>Mississippi</li> <li>North Carolina</li> </ul>	<ul style="list-style-type: none"> <li>Amtrak</li> <li>Internal Revenue Service</li> <li>NASA</li> <li>US Army</li> <li>US Customs and Border Protection</li> <li>US Defense Logistics Agency</li> <li>US Department of Agriculture</li> <li>US Department of the Interior</li> <li>US Navy</li> </ul>
8	Employee Time and Attendance	SAP ERP	<ul style="list-style-type: none"> <li>Colorado DOT</li> <li>Kentucky</li> <li>Louisiana</li> <li>North Carolina</li> <li>Pennsylvania</li> <li>Pennsylvania Turnpike Commission</li> <li>South Carolina</li> <li>Washington</li> </ul>	<ul style="list-style-type: none"> <li>Mississippi</li> </ul>	
9	Employee Travel and Expense Reimbursement	SAP ERP	<ul style="list-style-type: none"> <li>Louisiana</li> <li>North Carolina DOT</li> <li>Pennsylvania</li> <li>South Carolina</li> </ul>	<ul style="list-style-type: none"> <li>Mississippi</li> <li>PA State System of Higher Education</li> </ul>	<ul style="list-style-type: none"> <li>Brown University</li> <li>Duke University</li> <li>Johns Hopkins University</li> <li>Northern Kentucky University</li> <li>University of Kentucky</li> <li>University of Nebraska</li> <li>University of Tennessee</li> </ul>
10	Expenditure Tracking Against Debt issues for IRS Reporting	SAP ERP			<ul style="list-style-type: none"> <li>Santa Clara County, CA</li> </ul>
11	Facilities Management	SAP ERP	<ul style="list-style-type: none"> <li>California Dept. of Water Resources</li> <li>Colorado DOT</li> <li>Louisiana DOTD</li> <li>Pennsylvania</li> </ul>	<ul style="list-style-type: none"> <li>Mississippi</li> </ul>	<ul style="list-style-type: none"> <li>Houston Independent School District</li> <li>Orange County (FL) Public Schools</li> <li>Erie County, NY</li> </ul>
12	Federal Highway Billing	SAP ERP	<ul style="list-style-type: none"> <li>Colorado DOT</li> <li>Louisiana DOT</li> <li>North Carolina DOT</li> <li>Pennsylvania</li> </ul>	<ul style="list-style-type: none"> <li>Mississippi</li> </ul>	



	Function	Proposed Software	Which States (or State Agencies) Have Completed Implementation of This Function Using the Proposed Software?	Which States (or State Agencies) Are in the Process of Implementing This Function Using the Proposed Software?	Which Other Public Sector Entities or Universities have Implemented This Function Using the Proposed Software?
13	Fleet Management	SAP ERP	<ul style="list-style-type: none"> <li>• California Dept. of Water Resources</li> <li>• Louisiana</li> <li>• North Carolina DOT</li> <li>• North Carolina</li> <li>• Pennsylvania</li> <li>• Pennsylvania Turnpike Commission</li> </ul>		<ul style="list-style-type: none"> <li>• Harris Metro Transit Authority, TX</li> <li>• Houston Independent School District</li> <li>• NY/NJ Port Authority</li> <li>• Orange County Public Schools</li> <li>• Santa Clara Valley Transportation Authority</li> <li>• US Customs and Border Patrol</li> </ul>
14	General Ledger	SAP ERP	<ul style="list-style-type: none"> <li>• California Dept. of Corrections</li> <li>• California Dept. of Water Resources</li> <li>• California Judicial Council of Administrative Office of the Courts</li> <li>• Colorado DOT</li> <li>• Florida DOR</li> <li>• Louisiana DOT</li> <li>• Michigan Dept. of Treasury</li> <li>• North Carolina DOT</li> <li>• Pennsylvania</li> <li>• Pennsylvania Turnpike Commission</li> <li>• South Carolina</li> <li>• Washington DNR</li> </ul>	<ul style="list-style-type: none"> <li>• Louisiana (remainder of statewide agencies)</li> <li>• Mississippi</li> <li>• North Carolina</li> </ul>	<ul style="list-style-type: none"> <li>• Amtrak</li> <li>• Internal Revenue Service</li> <li>• NASA</li> <li>• US Army</li> <li>• US Customs and Border Protection</li> <li>• US Defense Logistics Agency</li> <li>• US Department of Agriculture</li> <li>• US Department of the Interior</li> <li>• US Navy</li> </ul>
15	Grant Management (Grantee Side)	SAP ERP	<ul style="list-style-type: none"> <li>• Arkansas</li> <li>• California Dept. of Corrections</li> <li>• California Dept. of Water Resources</li> <li>• California Judicial Council of Administrative Office of the Courts</li> <li>• Colorado DOT</li> <li>• Florida DOR</li> <li>• Louisiana DOT</li> <li>• North Carolina DOT</li> <li>• Pennsylvania</li> <li>• Pennsylvania Turnpike Commission</li> <li>• South Carolina</li> <li>• Washington DNR</li> </ul>	<ul style="list-style-type: none"> <li>• Louisiana (remainder of statewide agencies)</li> <li>• Mississippi</li> <li>• North Carolina</li> </ul>	



	Function	Proposed Software	Which States (or State Agencies) Have Completed Implementation of This Function Using the Proposed Software?	Which States (or State Agencies) Are in the Process of Implementing This Function Using the Proposed Software?	Which Other Public Sector Entities or Universities have Implemented This Function Using the Proposed Software?
16	Grantor Management (Grantor Side)	SAP Grantor Management	<ul style="list-style-type: none"> <li>• North Carolina DOT</li> </ul>		<ul style="list-style-type: none"> <li>• US Department of Agriculture</li> </ul>
17	Inventory Management Investment Pool Participation/Tracking of Investment Earnings to Participating Funds	SAP ERP SAP ERP	<ul style="list-style-type: none"> <li>• California Dept. of Corrections</li> <li>• California Dept. of Water Resources</li> <li>• Colorado DOT</li> <li>• Louisiana DOT</li> <li>• North Carolina DOT</li> <li>• Pennsylvania</li> <li>• Pennsylvania Turnpike Commission</li> <li>• South Carolina</li> <li>• Washington DNR</li> </ul>	<ul style="list-style-type: none"> <li>• Louisiana (remainder of statewide agencies)</li> <li>• Mississippi</li> <li>• North Carolina</li> </ul>	<ul style="list-style-type: none"> <li>• Fairfax County, VA</li> <li>• Santa Clara County, CA</li> <li>• University of Cincinnati</li> </ul>
18	Labor (and Equipment Cost) Distribution	SAP ERP	<ul style="list-style-type: none"> <li>• Colorado DOT</li> <li>• Kentucky</li> <li>• Louisiana</li> <li>• North Carolina</li> <li>• Pennsylvania</li> <li>• Pennsylvania Turnpike Commission</li> <li>• South Carolina</li> <li>• Washington</li> </ul>	<ul style="list-style-type: none"> <li>• Mississippi</li> </ul>	
19	Positive Pay Banking	SAP ERP	<ul style="list-style-type: none"> <li>• Colorado DOT</li> <li>• Kentucky</li> <li>• Louisiana</li> <li>• North Carolina</li> <li>• Pennsylvania</li> <li>• Pennsylvania Turnpike Commission</li> <li>• South Carolina</li> <li>• Washington</li> </ul>	<ul style="list-style-type: none"> <li>• Mississippi</li> </ul>	



	Function	Proposed Software	Which States (or State Agencies) Have Completed Implementation of This Function Using the Proposed Software?	Which States (or State Agencies) Are in the Process of Implementing This Function Using the Proposed Software?	Which Other Public Sector Entities or Universities have Implemented This Function Using the Proposed Software?
20	Project Accounting and Budgeting	SAP ERP	<ul style="list-style-type: none"> <li>California Dept. of Corrections</li> <li>California Dept. of Water Resources</li> <li>California Judicial Council of Administrative Office of the Courts</li> <li>Colorado DOT</li> <li>Louisiana DOT</li> <li>North Carolina DOT</li> <li>Pennsylvania</li> <li>Pennsylvania Turnpike Commission</li> <li>South Carolina</li> <li>Washington DNR</li> </ul>	<ul style="list-style-type: none"> <li>Louisiana (remainder of statewide agencies)</li> <li>Mississippi</li> <li>North Carolina</li> </ul>	<ul style="list-style-type: none"> <li>NASA</li> <li>US Army</li> <li>US Customs and Border Protection</li> <li>US Defense Logistics Agency</li> <li>US Department of Agriculture</li> <li>US Department of the Interior</li> <li>US Navy</li> </ul>
21	Real Estate	SAP ERP	<ul style="list-style-type: none"> <li>Pennsylvania</li> </ul>		
22	Reporting	SAP Business Objects	<ul style="list-style-type: none"> <li>Michigan</li> <li>Pennsylvania</li> <li>Texas</li> <li>South Carolina</li> <li>Louisiana</li> <li>North Carolina</li> <li>Colorado</li> <li>Florida DOR</li> <li>Washington</li> <li>California</li> </ul>	<ul style="list-style-type: none"> <li>Louisiana (remainder of statewide agencies)</li> <li>Mississippi</li> </ul>	<ul style="list-style-type: none"> <li>Internal Revenue Service</li> <li>US Air Force</li> <li>US Army</li> <li>US Customs and Border Protection</li> <li>US Defense Logistics Agency</li> <li>US Department of Agriculture</li> <li>US Department of Energy</li> <li>US Department of State</li> <li>US Department of the Interior</li> <li>US Department of the Treasury</li> <li>US Department of Justice</li> <li>US Department of Labor</li> <li>US Navy</li> </ul>
23	Transparency & Accountability Portal	SAP Business Objects	<ul style="list-style-type: none"> <li>Louisiana</li> <li>Texas</li> <li>Washington Transportation Improvement Board</li> </ul>		<ul style="list-style-type: none"> <li>Recovery, Accountability and Transparency Board (recovery.gov)</li> </ul>
24	Vendor Accounts Payable Web Inquiry	SAP Business Suite	<ul style="list-style-type: none"> <li>Pennsylvania</li> </ul>	<ul style="list-style-type: none"> <li>North Carolina</li> </ul>	
25	Vendor Payment and EFT Web Registration	SAP Business Suite	<ul style="list-style-type: none"> <li>Pennsylvania</li> </ul>		



	Function	Proposed Software	Which States (or State Agencies) Have Completed Implementation of This Function Using the Proposed Software?	Which States (or State Agencies) Are in the Process of Implementing This Function Using the Proposed Software?	Which Other Public Sector Entities or Universities have Implemented This Function Using the Proposed Software?
26	Vendor Tax Reporting (1099 & 1042) and Backup Withholding	SAP ERP	<ul style="list-style-type: none"> <li>California Dept. of Corrections</li> <li>California Dept. of Water Resources</li> <li>California Judicial Council of Administrative Office of the Courts</li> <li>Colorado DOT</li> <li>Louisiana DOT</li> <li>North Carolina DOT</li> <li>Pennsylvania</li> <li>Pennsylvania Turnpike Commission</li> <li>South Carolina</li> <li>Washington DNR</li> </ul>	<ul style="list-style-type: none"> <li>Louisiana (remainder of statewide agencies)</li> <li>Mississippi</li> <li>North Carolina</li> </ul>	

**Table C-39. SAP and PatternStream Proposed Software Implementation History.**

In accordance with *Section 2.8, Proposed Software Implementation History*, the following is a partial listing of other State Government entities that have purchased and implemented FML PatternStream licenses, demonstrating PatternStream is the go-to software for budget and CAFR publishing in the State Government.

Federal	County	City/Town
• Australian Government Department of Defense RAAF AIS	• Broward County, FL	• City of Anaheim, CA
• Department of Commerce- Bureau of Economic Analysis	• Chesterfield County, VA	• City of Baltimore, MD
• Department of Defense- Air Force	• County of Los Angeles, CA	• City of Cincinnati, OH
• Department of Defense- Air Force Reserve	• County of Monterey, CA	• City of Cleveland, OH
• Department of Defense- Air National Guard	• County of Orange, CA	• City of Gainesville, FL
• Department of Defense- Army	• County of San Diego, CA	• City of Fort Worth, TX
• Department of Defense- Army National Guard	• County of San Mateo, CA	• City & County of Honolulu, HI
• Department of Defense- Army Reserve	• County of Santa Clara, CA	• City of Memphis, TN
• Department of Defense- Joint Chiefs of Staff	• Cuyahoga County, OH	• City of Mesa, AZ
• Business Transformation Agency (BTA)	• Fairfax County, VA	• City of Milpitas, CA
• Federal Aviation- Administration (FAA)	• Franklin County, OH	• City of New Orleans, LA
• Federal Communications- Commission (FCC)	• Howard County, MD	• City of Norfolk, VA
• Intelligence Community	• Orange County, FL	• City of Palo Alto, CA
	• Pima County, AZ	• City of Portland, OR
	• Volusia County, FL	• City of Richmond, VA
	• Wake County, NC	• City of San Diego, CA
	• Westchester County, NY	• City of Saskatoon, SK Canada



<ul style="list-style-type: none"> <li>National Geospatial - Agency (NGA)</li> </ul>	<b>States</b>	<ul style="list-style-type: none"> <li>City of Toronto, ON Canada</li> </ul>
<ul style="list-style-type: none"> <li>U.S. Agency for International Development (USAID)</li> </ul>	<ul style="list-style-type: none"> <li>Commonwealth of Virginia</li> </ul>	<ul style="list-style-type: none"> <li>City of Winnipeg, MB Canada</li> </ul>
<b>Transit</b>	<ul style="list-style-type: none"> <li>State of Connecticut Judicial Branch</li> </ul>	<ul style="list-style-type: none"> <li>Town of Leesburg, VA</li> </ul>
<ul style="list-style-type: none"> <li>Duluth Transit Authority</li> </ul>	<ul style="list-style-type: none"> <li>State of Georgia</li> </ul>	<b>School District</b>
<ul style="list-style-type: none"> <li>Golden Gate Bridge, Highway and Transportation District</li> </ul>	<ul style="list-style-type: none"> <li>State of Iowa</li> </ul>	<ul style="list-style-type: none"> <li>Anne Arundel County Public Schools</li> </ul>
<ul style="list-style-type: none"> <li>Kansas City Area Transportation Authority</li> </ul>	<ul style="list-style-type: none"> <li>State of Louisiana</li> </ul>	<ul style="list-style-type: none"> <li>Baltimore County Public Schools</li> </ul>
<ul style="list-style-type: none"> <li>Pace Suburban Bus Service</li> </ul>	<ul style="list-style-type: none"> <li>State of Missouri</li> </ul>	<ul style="list-style-type: none"> <li>Fairfax County Public Schools</li> </ul>
<ul style="list-style-type: none"> <li>Port Authority of Allegheny County</li> </ul>	<ul style="list-style-type: none"> <li>State of Ohio</li> </ul>	<ul style="list-style-type: none"> <li>Grossman Union High School District</li> </ul>
<ul style="list-style-type: none"> <li>City of Phoenix Valley Metro Transit</li> </ul>	<ul style="list-style-type: none"> <li>State of Vermont</li> </ul>	<ul style="list-style-type: none"> <li>San Diego Unified School District</li> </ul>
	<ul style="list-style-type: none"> <li>State of West Virginia</li> </ul>	<ul style="list-style-type: none"> <li>School District of Philadelphia</li> </ul>
	<ul style="list-style-type: none"> <li>Province of Manitoba</li> </ul>	<ul style="list-style-type: none"> <li>Oakland Schools</li> </ul>

**Table. C-40. Finite Matters Public Sector Customers who implemented proposed Software PatternStream.**

## 2.8.1 Information on the Installed Base of Customers

Attachment C: Page 11

RFP Reference: Attachment C

Bidders shall provide the following information: total number of installed sites for the proposed software, total number of installed sites for the proposed software in the State Government, total number of installed State Government sites in the United States, and the total number of installed sites on the proposed release.

We are proposing products from two vendors – SAP and Finite Matters. SAP is the largest ERP product provider in the world, and will provide almost all of the functionality. Finite Matters is a smaller company with a specific product (PatternStream) for publishing, which we propose to use for publishing the budget book and the CAFR. Information on the customer install base for each product is presented in the following sections.

### SAP

SAP supports 60,000+ customers around the world that use the proposed software, including 12,000+ State Government customers globally, composed of:

- Approximately 8,000 state and local governments
- Approximately 3,800 higher education and research organizations
- Approximately 250 defense and security organizations
- Approximately 125 nationally-owned postal services
- 75 Countries

Within the U.S., SAP supports close to 300 State Government customers including more than 100 in state and local government who use the SAP ERP solution being proposed to Michigan. Due to its extensive customer base, SAP does not maintain exact counts of customers on the current version; however, all SAP State Government customers within the U.S. are running on the current base version of the software that is being proposed, and at least 80 percent of the remainder of SAP U.S. customers are running on the proposed release.





## ***Finite Matters***

Finite Matters first worked with the County of Santa Clara, CA beginning in 1999 to publish their FY 2000 Recommended Budget using the PatternStream® application. Since that time, they have worked with numerous states, counties, cities, school districts, counties, and Federal agencies to publish more than 80 types of budget, capital improvement program (CIP), and comprehensive annual financial report (CAFR) documents using PatternStream to publish data from ERP systems. No other firm has the government data-driven document publishing experience that FML brings to Michigan.

Finite Matter's State Government clients are listed in *Section 2.8*, and summarized below.

- 10 states
- 15 Federal Government Agencies
- 6 Transit Organizations
- 17 Counties
- 20 Cities/Towns
- 7 School Districts



## 2.9 Software Reference for all Proposed Products

Attachment C: Page 11

RFP Reference: Attachment C

Bidders shall provide three (3) references for each of the proposed software products. The references shall be from customers that have implemented the proposed products. It is not a requirement that any single customer must have implemented all proposed modules. The State will give preference to references for US statewide implementations involving the proposed ERP software. The following information must be provided for each reference provided:

- A. Entity
- B. Software Product
- C. Project Description
- D. Modules Implemented
- E. Original Services Contract Amount
- F. Final Contract Amount (including any change orders)
- G. Original implementation phasing schedule and time frame (specific phase durations are required)
- H. Actual implementation time frame
- I. Contact name and contact title at the State Government entity
- J. Email, phone, and address of contact name

The contact name, email, phone, and address information must be for a person employed by the entity associated with the reference. It is not acceptable to provide a name or contact information for a person who is not employed by the referenced entity.

Deloitte is providing four references for the SAP proposed software products. The references are from customers that have implemented the proposed SAP ERP software in the U.S.

- State of North Carolina
- State of Louisiana
- State of South Carolina
- Commonwealth of Pennsylvania



RFP Requirement	Deloitte Response
<b>A. Entity</b>	<b>State of North Carolina</b>
<b>B. Software Product</b>	SAP ERP SAP Business Suite SAP BusinessObjects
<b>C. Project Description</b>	The North Carolina Department of Transportation (NCDOT) went live with all modules in SAP ERP except HCM and Payroll in April 2003. In 2005, the NC Office of State Controller purchased and began implementing statewide HCM and Payroll for the State's 90,000 employees. Several independent agencies have also purchased SAP BusinessObjects for their reporting requirements. In Sept. 2013 the State consolidated all SAP licenses into the North Carolina Office of Information Technology and created a DCM Center for Excellence HCM at the Office of the State Controller. NCDOT has implemented SAP Grantor Management (in addition to Grantee Management) within its own organization and it is being implemented in other agencies for statewide delivery along with statewide financials to other agencies, with the Department of Public Safety and Department of Administration (over 26,000 employees total) beginning January, 2014. North Carolina has also purchased Business Warehouse on HANA, Personas, Fiori, and increased their licenses for BusinessObjects Business Intelligence and added full SAP statewide license coverage for Governance Risk and Compliance.
<b>D. Modules Implemented</b>	<ul style="list-style-type: none"> <li>• Financial Accounting and Funds Management</li> <li>• Fixed Asset Management</li> <li>• Project Systems</li> <li>• Time Entry</li> <li>• Travel Management</li> <li>• Grants Management</li> <li>• Grantor Management</li> <li>• Human Capital Management</li> <li>• Payroll</li> <li>• BusinessObjects Business Intelligence</li> <li>• Fleet Management</li> <li>• Facilities Management</li> </ul>
<b>E. Original Services Contract Amount</b>	\$23 million
<b>F. Final Contract Amount (including any change orders)</b>	\$32 million
<b>G. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	<p>In May of 2000, NCDOT began implementation of financial and procurement modules that included custom funds management, grants, and federal aid. The original implementation plan was scheduled for 19 months and then extended to 24 months, with an overall project completion in 36 months. This project is referred to as Business Systems Implementation process (BSIP) and went live in April 2003.</p> <p>Another SAP initiative, PMII, Project Management Improvement Initiative, went live in May 2004 with 600 users designed to create projects, capture all costs.</p> <p>A third SAP initiative, BWWI, Business Warehouse Initiative, is using third-party consultants who are responsible for reporting requirements of legacy systems and to integrate with BSIP. This went live in October 2003.</p> <p>A fourth SAP initiative is PMTP, a Project Management solution. This went live September 15, 2003. It is designed to run internal IT projects.</p> <p>The North Carolina Office of State Controller began the HCM and Payroll project in January 2006 and went live in late 2007 with a pilot agency, continuing the rollout to other agencies through September 2008.</p>
<b>H. Actual implementation time frame</b>	NCDOT: Began the project in 2001, went live April 2003 NC OSC: Began project in 2006, went live in 2008



RFP Requirement	Deloitte Response	
<b>I. Contact name and contact title at the State Government entity</b>	Tim Frost IT Manager, SAP Center of Excellence NC Department of Transportation (Financials and Procurement)	Jim Tulenko IT Manager, SAP Center of Excellence Office of the State Controller (HCM and payroll)
<b>J. Email, phone, and address of contact name</b>	Tim Frost tdfrost@ncdot.gov (919) 707-2130 3100 Capital Blvd Raleigh, NC 27609	Jim Tulenko jim.tulenko@osc.nc.gov (919) 707-0505 3514 Bush Street Raleigh, NC 27609

**Table C-41. State of North Carolina – Software Reference for Proposed Products.**

RFP Requirement	Deloitte Response
<b>A. Entity</b>	<b>State of Louisiana</b>
<b>B. Software Product</b>	SAP ERP SAP BusinessSuite SAP BusinessObjects
<b>C. Project Description</b>	The State of Louisiana initially purchased SAP to replace their legacy Payroll and Personnel system, going live on SAP in January 2001. Subsequently, the State undertook ongoing upgrade projects that include the implementation of advanced Payroll and Personnel related functionality. In 2007, the State issued a competitive procurement to replace their CGI financial accounting system and legacy procurement system. The State selected SAP and implemented financials, procurement and asset management functions for the Louisiana Department of Transportation and Development (LADOTD) whose systems were at the point of failure. After the first phase, the LADOTD implementation, the State suspended project briefly due to funding, and has subsequently been rolling out SAP functionality on a department by department basis with Celerian Consulting as funding allows. In July 2013 financials and logistics were implemented at the Department of Environmental Quality, and three more departments are planned to go-live in July 2014.
<b>D. Modules Implemented</b>	<ul style="list-style-type: none"> <li>• Payroll</li> <li>• HR Payroll</li> <li>• HR Personnel Administration</li> <li>• HR Organizational Management</li> <li>• HR Employee Self Service</li> <li>• HR Manager Self Service</li> <li>• HR Time and Attendance</li> <li>• Financial and Fund Management</li> <li>• Procurement for Public Sector</li> <li>• Budget Control</li> <li>• Asset Management</li> <li>• Grants Management</li> <li>• BusinessObjects Business Intelligence</li> </ul>
<b>E. Original Services Contract Amount</b>	\$6.8 million, Statewide HCM implementation \$60 million budgeted for Statewide Financial and Procurement implementation
<b>F. Final Contract Amount (including any change orders)</b>	\$6.8 million implementation for original Statewide HCM implementation. Due to funding the implementation for Financial and Procurement was halted after the go live at LADOTD. Actual implementation expenditure amounts are not available. Subsequent implementation in other state departments has been performed by the State, with assistance from other contractors (Celerian Consulting.)



RFP Requirement	Deloitte Response
<p><b>G. Original implementation phasing schedule and time frame (specific phase durations are required)</b></p>	<p>The State of Louisiana began implementation of the SAP HCM solution in August 1999 and went live in January 2001. This statewide system is used to maintain organization management (position control) and personnel administration data for 55,000 employees (includes all departments/agencies) as well as bi-weekly payroll processing. SAP's accounts payable component is used to pay third party payroll vendors including tax, garnishment, benefits and other third party vendors. All financial data is posted to SAP's financial module and an interface transfers payroll financial data to Louisiana's legacy statewide financial system that will eventually be replaced by SAP ERP.</p> <p>In addition to Louisiana's SAP HR/Payroll implementation, the state implemented Enterprise Portal in 2003 to provide employees access to their relevant HR/Payroll data. The SAP Portals implementation allows employees to change relevant data such as mailing address, bank details and tax withholding information. The system also allows the employee to view payroll remuneration statements online, eliminating paper remuneration statements in 2004. Employee and Manager Self Service functionality were subsequently implemented in 2005-2006.</p> <p>Louisiana upgraded to SAP R/3 Enterprise, going live in September 2004, which was the second major upgrade performed by Louisiana. In addition, SAP support packages are applied quarterly. Upgrades and support packages are provided as part of SAP's standard maintenance. Louisiana's upgrades and support package applications have confirmed that the system is as current as the day it was initially installed in November 2000.</p> <p>In 2007, additional functionality was implemented to provide employees with the ability to enter their own time and attendance data, travel authorizations and expense reimbursement and participate in eLearning.</p> <p>In 2007 the State issued a competitive procurement for a replacement of their CGI statewide financial system as well as their legacy procurement system. SAP was awarded the contract and implementation began with the Louisiana Department of Transportation and Development (LADOTD) to replace their many fragmented financial and asset management systems. LADOTD went live with SAP financial, procurement and asset management functionality in 2010. The state became challenged with budget shortfalls and funding for the remainder of the project to implement all remaining state departments was severely restricted. Since then, the State has undertaken the implementation of the remaining departments on a department by department basis with Celerian Consulting, implementing DEQ in July 2013 and three additional departments planned to go live in July 2014.</p>
<p><b>H. Actual implementation time frame</b></p>	<p>August 1999 to September 2001</p>
<p><b>I. Contact name and contact title at the State Government entity</b></p>	<p>Michael Andresen, Acting Information Technology Director</p>
<p><b>J. Email, phone, and address of contact name</b></p>	<p>michael.andresen@la.gov (225) 342-0900 La Gov ERP Project East Wing 5th floor 1201 Capitol Access Rd. Baton Rouge, LA 70802</p>

Table C-42. State of Louisiana – Software Reference for Proposed Products.



RFP Requirement	Deloitte Response
<b>A. Entity</b>	<b>State of South Carolina</b>
<b>B. Software Product</b>	SAP ERP SAP BusinessSuite SAP BusinessObjects SAP Public Budget Formulation
<b>C. Project Description</b>	The State of South Carolina first implemented SAP ERP on a pilot basis in the Department of Mental Health. Upon a successful completion of the implementation the State made the decision to implement SAP ERP, including financial and procurement functionality, across all state agencies in a phased approach. HCM and payroll functionality went live statewide in 2010. SAP BusinessObjects has been deployed for statewide ARRA reporting and Financial management reporting. The State recently implemented Public Budget Formulation and went live in June 2013. South Carolina has an annual operating budget \$20 billion and has 47,000 employees.
<b>D. Modules Implemented</b>	SAP ERP Financials SAP Public Budget Formulation SAP ERP HCM and Payroll
<b>E. Original Services Contract Amount</b>	The original services agreement with the implementation partner was awarded on a time and materials basis without a not to exceed amount.
<b>F. Final Contract Amount (including any change orders)</b>	\$32 million
<b>G. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	January 2008 to June 2011 <b>Finance and Procurement Implementations</b> <ul style="list-style-type: none"> <li>• 6 agencies went live on November 5, 2007</li> <li>• 11 agencies went live on April 7, 2008</li> <li>• 13 agencies went live on November 3, 2008</li> <li>• 37 agencies went live on November 2, 2009</li> <li>• 2 agencies went live on May 3, 2010</li> <li>• 1 agency went live on August 2, 2010</li> </ul> <b>Human Resources and Payroll Implementations</b> <ul style="list-style-type: none"> <li>• 30 agencies went live on December 2, 2009</li> <li>• 37 agencies went live on June 2, 2010</li> <li>• 3 agencies went live on September 2, 2010</li> </ul> <b>Transportation Department implementations</b> <ul style="list-style-type: none"> <li>• SCEIS Finance and Procurement went live in May 2011</li> <li>• Human Resources/Payroll went live in June 2011</li> </ul>
<b>H. Actual implementation time frame</b>	SAP ERP Financial and Procurement to December 2007 SAP ERP HCM and Payroll to November 2009 SAP Public Budget Formulation to June 2013
<b>I. Contact name and contact title at the State Government entity</b>	Cassandra Alston Director of IT
<b>J. Email, phone, and address of contact name</b>	Cassandra Alston (calston@cio.sc.gov) (803) 832-8086 1628 Browning Road Columbia, SC 29210

Table C-43. State of South Carolina – Software Reference for Proposed Products.



RFP Requirement	Deloitte Response
<b>A. Entity</b>	<b>Commonwealth of Pennsylvania</b>
<b>B. Software Product</b>	SAP ERP SAP BusinessSuite SAP BusinessObjects
<b>C. Project Description</b>	<p>The Commonwealth of Pennsylvania is the sixth largest state government in the United States. Pennsylvania serves over 12 Million citizens and manages an annual budget of over \$50 billion allocated to 50+ agencies and funding approximately 93,000 employees.</p> <p>When Pennsylvania decided to replace their legacy ERP systems, they turned to SAP as part of their ImaginePA project. Implemented originally in 2002, SAP's Financial, Budget, Procurement, Human Resource, and Payroll components of the SAP ERP suite improved the efficiency of its service delivery to constituents, business partners and employees through access to online, real-time information tools and the implementation of best practices.</p> <p>Since 2002 the Commonwealth has embarked on a number of projects to enhance and expand their use of the SAP ERP and Business Suite solutions throughout the state.</p>
<b>D. Modules Implemented</b>	<ul style="list-style-type: none"> <li>• Financial and Fund Management</li> <li>• Procurement for Public Sector</li> <li>• Budget Control</li> <li>• Budget Preparation</li> <li>• Asset Management</li> <li>• Facilities and Fleet Management</li> <li>• Payroll</li> <li>• HR Payroll</li> <li>• HR Personnel Administration</li> <li>• HR Organizational Management</li> <li>• HR Employee Self Service</li> <li>• HR Manager Self Service</li> <li>• HR Time and Attendance</li> <li>• CRM Call Center</li> <li>• BusinessObjects Business Intelligence</li> <li>• SAP ERP, including functionality for Financial and Funds Management, Budget Control, Budget Preparation, Facilities and Fleet Maintenance, Procurement, eProcurement, Strategic Sourcing, Supplier Enablement, Inventory, HR Organization &amp; Position Management, HR Personnel Administration, HR Time Management, HR Compensation &amp; Benefits, Payroll, HR Employee Self Service, Travel Expense, SAP CRM Call Center, SAP BusinessObjects Business Intelligence</li> </ul>
<b>E. Original Services Contract Amount</b>	\$123 million
<b>F. Final Contract Amount (including any change orders)</b>	Implementation Services \$140 million, including PennDOT and Finance Transformation projects
<b>G. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	<p>February 2001 to February 2006 for Statewide ERP (included 20 month warranty period following full implementation of functionality). "Wave" implementations for finance, budget, procurement, travel – between July 2002 and April 2003 (4 waves July, October, January and April 2003)</p> <p>HR scheduled for March 2003</p>



RFP Requirement	Deloitte Response
<b>H. Actual implementation time frame</b>	<ul style="list-style-type: none"> <li>• Project start February 2001. “Wave” implementations for finance, budget, procurement, travel – between July 2002 and January 2003 (3 waves July, October and January, 4<sup>th</sup> wave moved to July 2004)</li> <li>• HR/payroll delayed one year by new Governor in 2003 to a “Big Bang” implementation for HR, payroll – January 2004</li> <li>• February 2006 to April 2007 for the implementation of maintenance and operations functionality at PennDOT</li> <li>• 2009: Financial transformation project which utilized the existing software to drive significant process improvements and cost savings through best practice implementation.</li> <li>• 2010: Enhancements that included the implementation of the Budget Control System, the Enterprise Facilities Management System, establishment of an HR Shared Service Center and enterprise reporting with SAP BusinessObjects,.</li> <li>• 2011: Enhancements that included the implementation of the real estate and grants functionality.</li> <li>• 2013: Enhancements that included implementation of the learning management solution and loans management</li> </ul>
<b>I. Contact name and contact title at the State Government entity</b>	Anna Maria Kiehl Deputy Secretary, Comptroller Operations & Chief Accountant
<b>J. Email, phone, and address of contact name</b>	akiehl@state.pa.us (717) 787-6496 Verizon Tower, 6th Floor Harrisburg, PA 17101

**Table C-44. Commonwealth of Pennsylvania – Software Reference for Proposed Products.**

Deloitte is providing three (3) references for the Finite Matters proposed software product. The references are from customers that have implemented the proposed PatternStream software in the US.

1. State of Georgia
2. Commonwealth of Virginia
3. State of Louisiana

## Finite Matters Ltd.

RFP Requirement	Deloitte Response
<b>A. Entity</b>	<b>State of Georgia</b>
<b>B. Software Product</b>	PatternStream
<b>C. Project Description</b>	Implement a budget publishing system.
<b>D. Modules Implemented</b>	PatternStream and Adobe FrameMaker
<b>E. Original Services Contract Amount</b>	\$56,882
<b>F. Final Contract Amount (including any change orders)</b>	\$56,882
<b>G. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	November 2009 to January 2010





RFP Requirement	Deloitte Response
<b>H. Actual implementation time frame</b>	November 2009 to January 2010
<b>I. Contact name and contact title at the State Government entity</b>	Terry Wolf, IT Director
<b>J. Email, phone, and address of contact name</b>	Terry.Wolf@opb.state.ga.us (404) 463-5019 State of Georgia Office of Planning & Budget 270 Washington Street, SW Atlanta, GA 30334-9009

**Table C-45. State of Georgia – Software Reference for Proposed Products.**

RFP Requirement	Deloitte Response
<b>A. Entity</b>	<b>Commonwealth of Virginia</b>
<b>B. Software Product</b>	PatternStream
<b>C. Project Description</b>	Implement a budget publishing system
<b>D. Modules Implemented</b>	PatternStream and Adobe FrameMaker
<b>E. Original Services Contract Amount</b>	\$76,671
<b>F. Final Contract Amount (including any change orders)</b>	\$76,671
<b>G. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	October 2010 to December 2010
<b>H. Actual implementation time frame</b>	October 2010 to December 2010
<b>I. Contact name and contact title at the State Government entity</b>	Christy K. Berry Budget and Policy Analyst
<b>J. Email, phone, and address of contact name</b>	christy.berry@dpb.virginia.gov (804) 786-7772 Virginia Department of Planning and Budget 1111 East Broad St. Richmond, VA 2321

**Table C-46. Commonwealth of Virginia – Software Reference for Proposed Products.**



RFP Requirement	Deloitte Response
<b>A. Entity</b>	<b>State of Louisiana</b>
<b>B. Software Product</b>	PatternStream
<b>C. Project Description</b>	Implement a budget publishing system, which includes pulling position and employee data from the SAP HCM system
<b>D. Modules Implemented</b>	PatternStream and Adobe FrameMaker
<b>E. Original Services Contract Amount</b>	\$100,000
<b>F. Final Contract Amount (including any change orders)</b>	\$100,000
<b>G. Original implementation phasing schedule and time frame (specific phase durations are required)</b>	December 2002 to February 2003
<b>H. Actual implementation time frame</b>	December 2002 to February 2003
<b>I. Contact name and contact title at the State Government entity</b>	Paul Fernandez Database Administrator, Budget Office
<b>J. Email, phone, and address of contact name</b>	Paul.Fernandez@LA.GOV (225) 219-0078 State of Louisiana P.O. Box 94095 Baton Rouge, LA 70804

**Table C-47. State of Louisiana – Software Reference for Proposed Products.**



## 2.10 Evidence of Scalability

Attachment C: Page 12

RFP Reference: Attachment C

The Bidder shall supply convincing evidence that the proposed ERP product can support at least 2,000 concurrent users and can support nightly batch operations involving more than 250,000 financial transaction records processed (e.g. lines on journal voucher or payment voucher transactions) and 2,700,000 time records that can be processed through labor distribution within a 6 hour batch window. Such evidence could include: one or more reference sites with equal or higher user/transaction volumes or processing benchmarks from a reputable and independent third party; Other evidence may also be submitted by the Bidder and considered by the State.

The SAP ERP software proposed to the State has been successfully implemented in many organizations, State Government and commercial, that are similar in size to, and larger than, the State of Michigan. Deloitte is presenting convincing evidence that the proposed SAP ERP product can support at least 2,000 concurrent users and can support nightly batch operations involving more than 250,000 financial transaction records processed and 2,700,000 time records that can be processed through labor distribution within a six hour batch window. Following are examples with equal or higher user/transaction volumes to demonstrate the scalability of SAP ERP software.

Scalability Requirement	Capability of SAP ERP Software
<b>Support at least 2,000 concurrent users</b>	<ul style="list-style-type: none"> <li>Commonwealth of Pennsylvania – over last three months, average 2,714 concurrent users</li> </ul>
<b>&gt; 250,000 financial transaction records processed within a six hour batch window</b>	<ul style="list-style-type: none"> <li>U.S. Army</li> <li>Global commercial company – processes 200 financial records per second, resulting in 4.3 million records processed over a six hour period</li> </ul>
<b>2.7 million time records can be processed through labor distribution within a six hour batch window</b>	<ul style="list-style-type: none"> <li>U.S. Postal Service</li> <li>Independent benchmark study, performed by Unisys in 2004, confirmed SAP ERP software processed 668,267 time records per hour</li> </ul>

Table C-48. Evidence of scalability to demonstrate strength of SAP ERP product.



## 2.11 User Group Description and Materials

Attachment C: Page 12

RFP Reference: Attachment C

The Bidder shall provide a description of any User Group organizations which have formed around license and use of the proposed or related products. The Bidder shall include information on the number of clients, the number of State Government clients, the role of the group, if any, in guiding future releases of the product, the frequency with which the group meets, the organization and charter of the group, and the costs and other obligations associated with membership.

### SAP

SAP's user base is comprised of millions of users across a substantial customer base of more than 248,500 organizations. As SAP continues to increase its market share, the community of diverse user groups has evolved into numerous SAP-supported and independent organizations, including the Public Sector Special Interest Group.

SAP user groups are independent, not-for-profit organizations of SAP customer organizations, and partners dedicated to educate members, facilitate customer involvement, and influence SAP's strategy. Today, global user groups span 32 unique chapters across six continents – these groups help approximately 120,000 individual members to achieve their business goals.

### DISTINGUISHING FACTORS



#### SAP Customers in Michigan

- Ford Motor Company
- General Motors
- Chrysler
- Consumers Energy
- DTE Energy
- Dow Corporation
- Dow Corning
- Delphi
- Steelcase
- Johnson Controls
- Kellogg's
- Whirlpool Corporation
- Michigan Department of Treasury



## University Alliance Program in Michigan

In addition to User Groups, SAP has the University Alliances Program in Michigan. Each semester in Michigan, over 65 faculty members actively teach more than 4,700 students through the University Alliances Program (UAP).

10 Michigan-based higher education institutions are UAP members and leverage the SAP ecosystem in both undergraduate and graduate programs. Graduates often go on to employment with many of the Michigan-based SAP customers – including the Michigan Department of Treasury – who seek their skills and practical experience. This keeps professional, high paying jobs within the State.

University Alliances Members	Member Since	University Alliances Members	Member Since
Central Michigan University	1997	Kettering University	2010
University of Michigan-Dearborn	1999	Oakland University	2010
Grand Valley State University	2000	Wayne State University	2010
Eastern Michigan University	2002	Michigan State University	2011
Western Michigan University	2002	Northwood University	2011

“Top companies are recruiting at Central Michigan University because CMU has the best trained students in the country who are choosing from 17 different SAP supported courses. When students leave CMU’s program, they know ERP, they can hit the ground running. That is directly why so many companies... aggressively recruit at CMU including General Motors ... Johnson Controls, Steelcase, State of Michigan... Consumers Energy, Dart Container, Compuware, Dominos... Deloitte... Dow Chemical, Haworth... Wacker Chemical & Dow Corning. This summer, a team of four of CMU’s SAP business students won the World Championship at the Fifth Annual International ERPsim Competition, competing against 156 university alliance universities from around the world. Also, more than 700 students have received SAP TERP10 Certification at CMU, with over 130 becoming SAP Certified in 2013 which is CMU’s thirteenth year to offer the SAP TERP10 Certification.”

**Frank Andera**, Director, SAP University Alliances Program, Central Michigan University

**Table C-49. Ten Universities in Michigan are members of the SAP University Alliance Program.**

## Partnering to help Re-Invent Michigan

Two of the top 10 goals of Governor Rick Snyder’s Reinventing Michigan initiative (listed to the right) are to create more and better jobs in Michigan, and to keep our youth – our future here. In April 2013, at the Governor’s Education Summit, Gov. Snyder issued a call to action for educators and businesses to find ways to collaborate create and connect talent with opportunity in Michigan.

Gov. Snyder pointed out the impact that this collaboration can have for the benefit of the State by the fact that Michigan has thousands of open jobs that the existing workforce cannot fill. SAP takes that challenge seriously and the University Alliances Program in Michigan is one of the ways that SAP helps the State achieve these goals. By working with both our very large private sector customer base and the 10 UAP member schools in the education sector, SAP is committed to making a positive difference in the economy of Michigan.



**Figure C-10.**



## SAP Industry User Groups

SAP's industry-centricity as a solution provider also contributes to its immense diversity of users. Industry-specific user groups, industry councils, and other groups provide a common ground for discussion, support, and solution feedback for SAP's 24+ industries and their constituents. The aim of the numerous SAP user groups is to consolidate the interests of SAP users and champion them to SAP.

Among the largest SAP user groups is the Americas' SAP Users' Group (ASUG). In 2007, the umbrella group SUGEN – the SAP User Group Executive Network – was founded as the global voice of all user groups.

The user groups collaborate closely with SAP. However, they understand themselves to be separate associations, both organizationally and financially. The groups represent the users' opinions and address their members' interests to SAP. Together with SAP, they want to improve products and make them more user-friendly. SAP, in turn, benefits from the practical experience and country-specific know-how of the user groups. In return, their members influence the SAP product portfolio and future developments.

The members of the SAP user groups quickly receive comprehensive, product-specific information to improve their business processes. The exchange of experience among the members also consolidates the influence on strategic development and SAP's portfolio to create need-based solutions for all customers.

The network has two main advantages:

1. Exchange of knowledge and experience
2. Exertion of influence

The exchange between the user groups and SAP occurs within various initiatives and programs.

- **360° Feedback by SAP customers.** This is a series of surveys of various user groups worldwide to provide SAP with ongoing, independent, and customer-driven feedback concerning experiences with SAP products and services. Within each survey, participants are asked to give feedback on the entire life cycle, from selecting to operating the SAP solutions and services.
- **Upgrade Program.** The upgrade program allows SAP user groups to provide highly detailed feedback on all aspects related to upgrades of the SAP ERP application. The results allow both SAP and the user groups to better understand SAP customers' upgrade intentions and to allocate appropriate resources. The program's ideal target audience consists of organizations that are currently running a software release prior to SAP ERP 6.0.



“We still have too much unemployment in Michigan; we're over eight percent still. But on [MiTalent.org], we have over 60,000 open jobs. Good jobs," he said. "If we filled those 60,000-plus jobs, we'd drop our unemployment rate by about one and a half percentage points. That's a lot. So we need to do something different...let the private sector talk to the education sector and bring the two worlds together.”

### Gov. Snyder

Snyder pointed to the fact that Michigan has thousands of open jobs that the existing workforce can't fill. Snyder remarked, “...let the private sector talk to the education sector and bring the two worlds together.”

<http://michigan.gov/snyder/0,4668,7-277--300933--,00.html>



- **ASUG/SAP Benchmarking and Best Practices.** This survey-based initiative identifies the strengths of SAP customers and provides information on opportunities for improvement. The topics range from supply chain management and human capital management to the total cost of ownership of a solution. Participants learn about current and emerging methods to help them improve their business performance.
- **Influence Program.** The Influence Program gives members of the SAP user groups direct access to SAP, allowing them to continually provide input for SAP's next generation of solutions and services. The initiative formalizes SAP customers' input on existing and future SAP solutions and takes short-, medium-, and long-term product road maps into account.
- **Voice of the Customer.** This program provides SAP with the current pulse of SAP users and supports continuous communication between customers and SAP on key products and support strategies. Various programs exist, such as ASUG Voice of the Customer, in which ASUG members have the chance to voice their thoughts on SAP products, strategy, and account relationships.

## ***Americas' SAP Users' Group Overview***

Founded in 1991, the Americas' SAP Users' Group (ASUG – [www.asug.com](http://www.asug.com)) provides members with educational offerings delivered through a variety of formats, such as teleconferences, webcasts, forums, and seminars. These offerings draw from members, SAP employees, and industry experts, ensuring that ASUG educational events deliver the latest information and consistent value.

ASUG is the world's largest, customer-driven community of SAP professionals and partners. With more than 130,000 individuals and 3,500 companies from 17 industries represented, ASUG delivers value to their members through access to a year-round community of unmatched intellectual capital, unparalleled networking opportunities, and a forum to influence SAP. For an overview of what ASUG membership entails, please review the [ASUG Membership Magazine](#).

## ***Michigan Chapter of the America's SAP users' group Overview***

Through focused presentations and facilitated discussion, the ASUG Michigan Chapter provides timely education to local ASUG members throughout the year. At ASUG Michigan Chapter meetings, members can gain access to the latest in education and take advantage of face-to-face networking with other ASUG members at no cost. Members maintain a variety of industry and interest group area focus. Each year three programs are offered in conjunction with the ASUG Automotive SIG (Detroit), SAP Configuration Working Group of Western Michigan (Grand Rapids) and the University Alliance Program (Lansing/Mt. Pleasant) to offer a broad world view of topics across the chapter geography.

ASUG Chapters are a preferred source of real-world stories and information exchange for SAP professionals throughout the U.S. and Canada. Members are often guests at a number of other local sister chapters in the Midwest and Great Lakes regions, including Chicago, Indiana, Cleveland and Ontario.

The Michigan chapter has close to 2,500 members. The average meeting attendance is between 80 and 110 and represents between 300-315 unique organizations.



## Quick Facts About ASUG

<b>Organization Name and Address</b>	Americas SAP Users Group (ASUG) 401 N. Michigan Ave., Ste. 2400 Chicago, IL 60611 (312) 321-5142
<b>Number of Members</b>	130,000
<b>Number of Meetings Per Year</b>	More than 1,300 virtual and face-to-face education sessions offered annually, including the ASUG Annual Conference and the ASUG SAP BusinessObjects User Conference
<b>ASUG Influence</b>	More than a product enhancement program, the ASUG Influence Model formalizes your input on three levels: <ul style="list-style-type: none"> <li>• Continuous Improvement to fine-tune existing SAP solutions</li> <li>• Product and Service Change to influence the next generation of solutions and/or services</li> <li>• Strategic Direction to guide long-range product and services development</li> </ul> Through ASUG Influence, you confirm that your organization's business requirements are heard by SAP, establish working relationships with SAP representatives and industry peers, and leverage your SAP investment to improve your competitive edge in the marketplace.

Table C-50. SAP ASUG Facts.

## ASUG/SAP Benchmarking and Best Practices Program

Evaluating the value of business processes and technology investments is a challenging task, and understanding how these investments impact bottom-line results can bring huge benefits to organizations running sophisticated IT solutions.

In order to support such organizations, ASUG and SAP have collaborated on a number of benchmarking initiatives and Best Practice surveys to help customers compare their organization's key performance indicators (KPIs) with best-in-class KPIs.

The ASUG/SAP Benchmarking and Best Practices program enables participants to learn about current and emerging best practices and enables them to quickly adopt ideas fueling excellence at world-class organizations. Participation in Benchmarking and Best Practice program offerings is free to ASUG Installation Members, and participating organizations receive a free summary report highlighting key findings and results.

## ASUG and SAP offer two distinct benchmarking programs for customers

- **Benchmarking Initiatives.** In-depth surveys focused on strategic organizational areas of interest. Participants receive a free, customized organization report comparing the efficiency and effectiveness of their processes and systems with best-in-class KPIs. Current initiatives include Human Capital Management; Finance; Supplier Relationship Management and Procurement; Total Cost of Ownership; Supply Chain Planning; Manufacturing; New Product Development and Introduction; Customer Contact Centers; Governance, Risk, and Compliance; Business Intelligence (BI) and Analytics; Supply Chain Execution: Warehouse Management; and Supply Chain Execution: Transportation Management.





- **Practice Surveys.** A series of short surveys focused on current and emerging trends in technology and business processes. Each survey requires approximately 20-30 minutes to complete. Current topics include Enterprise Asset Management (EAM), Business Intelligence (BI) and Analytics, Value Realization, Shared Services, Enterprise Data Management (EDM), and Centers of Excellence (COE).

## ***ASUG Influence***

ASUG Influence is a program that helps ASUG members shape future SAP solution strategy and functionality. Leveraging the collective voice of more than 3,500 SAP customer organizations and the strong strategic partnership between ASUG and SAP, ASUG Influence provides members the unique opportunity to shape future SAP and SAP BusinessObjects solution strategy and functionality. Members present common challenges to SAP and influence the solutions.

## ***ASUG Executive Exchange***

The Executive Exchange (<http://www.asugcxo.com/>) is a community of senior executives and influencers. It is made up of decision makers from large organizations and small businesses in a range of industries, representing a wide variety of approaches and perspectives. Irrespective of where they come from and who they represent, these executives all share a common goal of fostering greater alignment between business strategy and information technology.

Collaboration is at the heart of the Executive Exchange. Working together helps member organizations to adopt innovative business practices, improve their value proposition and maximize continuous improvements. Active participation in the Executive Exchange leads member organizations to become high-performing organizations that lead the market in the use, deployment, and optimization of SAP solutions.

## ***ASUG Annual Conference***

The ASUG Annual Conference is always dedicated to delivering customer-driven education, expert insight exchange, and the chance to engage SAP in an open, collaborative environment. This is the only event where you'll find valuable content for companies of all sizes; learn about cost saving strategies, simplified implementations, and robust functionality for a wide scope of SAP solutions; and have ultimate access to the entire SAP customer community.

The ASUG Annual Conference and SAPPHERE Now (SAP's annual customer conference) share a venue, a schedule, and an audience in Orlando, Florida, every year. In 2014, the event will be held June 3-5 at the Orange County Convention Center in Orlando. Visit the ASUG Annual Conference Web site to download session presentations and access the list of exhibitors – <http://www.sapandasug.com>

In 2012, the SAPPHERE Now event drew more than 100,000 customers and other attendees who joined the event either live or online, setting a new record. In addition to a comprehensive overview of SAP's product strategy, they witnessed numerous innovations – chief among them is in-memory technology which ushers in a new era of real-time processing in business applications.



## ***Special Industry Groups (SIGs)***

ASUG Special Interest Groups (SIGs) allow you to drill down within a specific industry, business process, or technology to access thousands of individuals sharing your interests. Each community operates their own schedule of year-round focused educational, networking and Influence activities including Webcasts, face-to-face meetings and online discussion forums. For additional details on details, please visit Special Interest Group (SIGs).

## **Public Sector Special Interest Group**

The Americas' SAP Users' Group (ASUG) Public Sector special interest group (SIG) appeals to SAP users in government and education. The Public Sector SIG concentrates on ongoing support of the production and upgrading processes and features presentations specific to the State Government, including an overview of new developments in funds management and changes in GASB 34/35. This group discusses leading-edge business software solutions to State Government organizations, including federal, state, and local governments as well as higher education, K-12, and healthcare institutions.

SAP Public Services currently sponsors four global advisory councils (in the list below), designed for senior representatives from the top global customers to provide direct input on SAP industry strategy to members of the senior leadership team at SAP. They are held in person once a year, typically alternating between the United States and Europe with some groups also hosting a mid-year web cast, as well. Each council has an executive sponsor from the global State Government industry solution marketing department.

- Public Sector Advisory Council (PSAC)
- International Defense Collaboration Council (IDCC)
- International Health Care Advisory Council (IHAC)
- Higher Education and Research Advisory Council (HERAC)

Only representatives from existing SAP customers are invited to join. As the councils are meant for senior executives only and are interactive and relatively intimate meetings.

## ***SUGEN – The SAP User Group Executive Network***

The SAP User-Group Executive Network (SUGEN) was established in 2007 to foster information exchange and best practice sharing among SAP User Groups and to coordinate collaboration with SAP for strategic topics. It is a united network of 12 User Group Communities across six continents. The network sees itself as the user groups' direct line to SAP and, as the global umbrella organization for SAP User Groups. It promotes exchange among the user groups and provides a single communication channel for SAP to circulate topics of global relevance to all user groups at the same time.

## **Mission and Charter**

SUGEN's mission is to be a powerful, international voice that unites regional SAP User Groups in an open, honest dialogue between members and SAP that ultimately drives the market towards excellence, innovation and success. The charter of SUGEN is to be the Global Network of SAP User Groups that will provide a collective view of strategic issues that need to be addressed by SAP.



## Purpose

The purpose of SUGEN is to create and sustain collaborative bodies that foster the sharing of information, expertise and experience that users and SAP cannot find anywhere else. SUGEN identifies strategic priorities and acts on programs to advance and apply technology for the greatest gain of the SAP customer community. It is fostering international market views including customers' short and long term demand drivers, major challenges and business imperatives. Furthermore, SUGEN is guiding and inspiring SAP in delivering worldwide aligned support for the mutual benefit of the user communities and SAP.

## Goals and Advantages

The organization coordinates global topics, such as international product development or service and support, and communicates consolidated customer feedback to SAP. SUGEN's major tasks and activities involve the following:

- Promote the exchange of information, expertise, and experiences between user groups
- Identify strategic priorities and work on programs for better IT solutions to achieve the maximum benefit for the SAP community
- Facilitate international market forecasts that take into account short-term and long-term customer demands, as well as company conditions
- Guide and inspire SAP to deliver globally oriented support for the mutual benefit of users and SAP
- Provide a single channel of communication for SAP to simultaneously distribute information that relates to global topics

## Main Deliverables

As the collective voice of SAP User Groups, SUGEN is the channel to provide SAP with a consolidated view on influence priorities. These priorities can focus on SAP products, services or anything else from the SAP ecosystem. If applicable, charters are founded to build a task force working on a particular topic for a certain period of time. Several members from local user groups and SAP employees engage in these task forces. In addition, SUGEN provides a method for communication among User Groups and SAP. New and urgent topics from both sides can be addressed in an open dialog with a proper documentation of the priorities.

## Finite Matters Ltd.

Finite Matters Ltd. does not have any user groups associated with its products.



## 2.12 Bidder Hosting, Managed Services, or SaaS Experience

Attachment C: Page 12 | RFP Reference: Attachment C

The Bidder must list and describe its experience in providing ERP hosting services, application maintenance and operations support, as part of a managed service or SaaS agreement similar to those requested as part of this RFP. The following information must be provided in responding to this section of the RFP:

Deloitte meets the requirement for providing ERP hosting services, application maintenance and operations support through our hosting partner Secure-24 and managed services Deloitte provides, as demonstrated in the references below.

Attachment C: Page 12 | RFP Reference: Attachment C

A. The Bidders overall experience and qualifications for providing whichever category of services is being proposed: Hosting, Managed Services, or Single Tenant SaaS Services. This experience should be briefly described (and must be limited to no more than 1,000 words). Any experience attributable to proposed subcontractors must be clearly designated as such.

Deloitte's hosting partner, Secure-24, has been managing complex SAP landscapes for a broad range of customers since the company was founded in 2001. Secure-24's SAP practice is the foundational component of their success in the hosting marketplace. Although Secure-24 currently provide a full suite of IT services and support for a wide variety of applications, their core focus and expertise remains with SAP support. Currently, 35 percent of their revenue is generated from SAP hosting services.

Headquartered in Southfield, Michigan, Secure-24 provides managed hosting and private cloud computing for enterprise-level, business-critical applications, supporting State Government customers as well as large enterprise and middle-market companies. Secure-24 currently operates state-of-the-art, Tier III-plus and Tier IV data centers in the State of Michigan and western United States—these facilities incorporate leading-edge technology and use operational processes in our data center environments in accordance with ITIL and COBIT standards.



Secure-24 designs data centers from the ground up, providing energy-efficient operation and the capacity for future growth. Secure-24 Michigan data centers are located in one of only two states that have had no major federally declared weather disasters in over 30 years—making this one of the safest locations for a facility.

Secure-24 currently supports over 180 hosting customers, included in this number is 60 global SAP clients, with over 850 SAP instances (300 Production). Secure-24 has managed numerous SAP migrations and implementations—including new, homogenous and heterogeneous, which requires an SAP certification. Secure-24 supports a wide range of SAP installations, from a small number of servers to hundreds of servers. They currently support over 875 TB of SAP data and 50,000 SAP users worldwide.

As an SAP Certified Hosting and Cloud Provider with expertise in hosting complex SAP landscapes in highly compliant data centers, Secure-24 designs SAP architectures that incorporate industry leaders such as Cisco UCS, Juniper Networks, NetApp, VMware and Brocade. To support these environments, Secure-24 has teams of engineers dedicated to all aspects of the hosted environment: from the servers, to network and SAN, through OS and database and SAP Basis support.

Each technical team is focused on managing, supporting and identifying areas of innovation for their particular discipline and working in conjunction with the other teams to confirm the best possible experience for our customers. This high level of expertise translates into highly available, secure and optimized SAP environments.

Secure-24 has been certified by SAP as a Hosting Partner and SAP Cloud Services Partner. To achieve this certification from SAP, Secure-24's cloud infrastructure, physical and logical security measures, processes, portal, and technical staff went through extensive testing by SAP to validate the operational capabilities of the cloud-computing platform. Secure-24 hosting solutions comply with SAP's requirements for quality, availability, and security.

Since 2008, Secure-24 and Deloitte have worked together to provide cohesive IT solutions to our customers. Currently, Secure-24 provides managed infrastructure services for several of Deloitte's customers. For the majority of these engagements, Secure-24 has operated as a subcontractor supporting Deloitte, who serves as the prime contractor. One of the first significant Deloitte/Secure-24 projects was in support of the City of Newport News Water District's SAP environment. The Deloitte/Secure-24 team has continued to grow, amend and improve on our synergies to provide high-quality, seamless support to our joint customers. Deloitte and Secure-24 were awarded a substantial contract with the State of Washington. The project is the build out and subsequent support of Washington's Health Exchange initiative.



Secure-24 currently:

- Secure-24 has been certified by SAP as a Hosting Partner and SAP Cloud Services Partner
- supports over 180 hosting customers, included in this number is 60 global SAP clients, with over 850 SAP instances (300 Production)
- supports over 875 TB of SAP data and 50,000 SAP users worldwide
- Since 2008, Secure-24 and Deloitte have worked together to provide cohesive IT solutions to our customers



The Deloitte and Secure-24 relationship is critical with regards to providing SAP support to our mutual client base—our SAP Basis teams supplement and complement one another and provide unique benefits. Secure-24’s highly skilled and experienced SAP technical support team allows us to work together to provide a high level of combined support for our joint customers. The breadth of our SAP experience enables our team to comprehend and support the unique characteristics of an SAP environment—the close teaming relationship allows us to work in tandem and appear as one seamless provider to our shared customers. Modifications to our individual portals, quality improvement conference calls, and on-site meetings at each other’s facilities have all contributed to allowing us to provide a customer experience that provides added value and quality support.

Secure-24 supports Deloitte with a team that is dedicated to pursuing continued growth as well as improving and enhancing our relationship. During the past four years, Deloitte has called on Secure-24 to be their “go-to” partner both for highly complex projects, or even to provide a budgetary number to their customers. Again, the transparency, trust, and experience have enabled Deloitte and Secure-24 to gain significant market share together and build a reference-able base of satisfied customers. Our shared investments of staff and capital have established a unique working relationship. From executive to legal to technical delivery and help desks, the combined Deloitte/Secure-24 team continues to provide an exceptional, seamless level of support to our shared customer base.

Attachment C: Page 12	RFP Reference: Attachment B
<p>B. The specific RFP Hosting, Managed Services, or SaaS experience cited may include up to 10 US based customers that are either in the public or private sector. Note that customers listed as receiving such hosting services may also receive other services beyond hosting services (such as application maintenance or disaster recovery.) The state will give preference to experience in providing hosting services that is for:</p> <ul style="list-style-type: none"> <li>The proposed ERP application</li> <li>Customers of similar or larger size and processing volumes to the State of Michigan</li> <li>Customers that have security requirements similar to that of the State of Michigan including those cited in the RFP technical requirements related to IRS publication 1075, FIPS 140-2 and others</li> <li>Hosting facilities that are Tier 3 compliant or better (as defined by the Uptime Institute.)</li> <li>Single tenant hosting</li> </ul>	

Presented below are two customers that Deloitte and Secure-24, or only Secure-24, is providing hosting and managed services.

RFP Requirement	Deloitte Response
<b>1. The proposed ERP application</b>	<b>SAP</b>
<b>2. Customers of similar or larger size and processing volumes to the State of Michigan</b>	<ul style="list-style-type: none"> <li>City of Dallas, Texas, SAP installation (Deloitte and Secure-24)</li> <li>Kiewit Corporation, SAP installation, an \$11 billion construction and mining firm headquartered in Omaha, Nebraska (Secure-24)</li> </ul>
<b>3. Customers that have security requirements similar to that of the State of Michigan including those cited in the RFP technical requirements related to IRS publication 1075, FIPS 140-2 and others.</b>	<p>Secure-24 provides highly compliant secure environments for clients in a variety of industries with stringent security requirements. Currently, Secure-24 hosts and manages complex environments for the State of Illinois; State of Washington; City of Dallas, Texas; Wayne County, Michigan; Shire Pharmaceuticals.</p> <p>Secure-24 serves the following clients that have similar security requirement as the State of Michigan: Central Michigan University, International Automotive Components (IAC) North America, Century Aluminum, Smart Modular, and Kiewit Corporation. Secure-24’s Security and Compliance Team reviews the security and compliance requirements for each hosted customer to confirm conformance.</p>



RFP Requirement	Deloitte Response
4. Hosting facilities that are Tier 3 compliant or better (as defined by the Uptime Institute).	Secure-24 is proposing its data center facilities with Tier III-plus and Tier IV classifications.
5. Single tenant hosting	Secure-24 currently supports customers with both dedicated and multi-tenant environments.

**Table C-51. Secure-24 Hosting and Managed Services Experience.**

Attachment C: Page 13	RFP Reference: Attachment C
C. For each customer listed, the following information should be provided:	

Listed below are five customers where Secure-24 has provided hosting and managed services.

RFP Requirement	Deloitte Response
1. Customer Entity Name	<b>Central Michigan University</b>
2. Firm providing Hosting Service (This information must be clear as to whether such service was provided by a subcontractor)	Secure-24
3. Service category applicable (Hosting, Managed Service, Single Tenant SaaS)	Hosting, Managed Services, Multi-Tenant Environment
4. Description the Services Provided	Secure-24 provides managed hosting services for Central Michigan University's ERP application (SAP), as well as hosting for the University's comprehensive SharePoint installation. As part of these services, Secure-24 is responsible for installing, maintaining, and administering CMU's Production and Non-Production environments.
5. ERP Software Used	SAP
6. ERP Modules Involved	ECC 6.0, BW, Development, Research, Staging, and Production
7. Third Party Software Involved	Linux, MaxDB, SharePoint, Sophos, Radware, LogRhythm
8. Start Date of Services	2009
9. End Date of Services (if applicable)	Ongoing
10. Number of end users supported	400
11. Any public facing web components included (list any applicable)	N/A
12. Other Services Provided (e.g. Disaster Recovery)	Security, Disaster Recovery, SharePoint Administration, Basis Administration
13. Any required compliance with IRS, HIPAA, FIPS 140-2 or other security provisions applicable to Michigan	Standard compliance requirements.



RFP Requirement	Deloitte Response
14. Was Hosting (or hosting component of Managed or SaaS Service) Single Tenant or Multi-Tenant	Hybrid (Dedicated and multitenant)
15. Was Hosting Service provided under a SaaS Agreement?	No
16. Was Hosting (or hosting component of Managed or SaaS Service) performed at a Tier 3 Compliant Facility (as defined by the Uptime Institute)?	Yes
17. Original Services Contract Amount	Secure-24 does not publish contract information of its customers unless approved; If required, Secure-24 will provide requisite financial/contract data to the State of Michigan in a non-public forum.

**Table C-52. Central Michigan University Hosting, Managed Services, Multi-Tenant Environment.**

RFP Requirement	Deloitte Response
1. Customer Entity Name	International Automotive Components (IAC) North America
2. Firm providing Hosting Service (This information must be clear as to whether such service was provided by a subcontractor)	Secure-24
3. Service category applicable (Hosting, Managed Service, Single Tenant SaaS)	Hosting and Managed Services
4. Description the Services Provided	Secure-24 was chosen as the service provider to IAC as it tied together several divisions of Lear Corporation and Collins Aikman to create a multi-billion dollar, global automotive supplier.
5. ERP Software Used	SAP
6. ERP Modules Involved	ECC
7. Third Party Software Involved	Linux, Remote Desktop Management, Altiris, AV, MS Exchange, HPUX, Juniper, Oracle, EMC, TippingPoint, VMWare, WebSense, Sophos, Active Directory.
8. Start Date of Services	2008
9. End Date of Services (if applicable)	Ongoing
10. Number of end users supported	300
11. Any public facing web components included (list any applicable)	No
12. Other Services Provided (e.g. Disaster Recovery)	Security, Disaster Recovery, Basis Administration
13. Any required compliance with IRS, HIPAA, FIPS 140-2 or other security provisions applicable to Michigan	HIPAA





RFP Requirement	Deloitte Response
14. Was Hosting (or hosting component of Managed or SaaS Service) Single Tenant or Multi-Tenant	Multitenant
15. Was Hosting Service provided under a SaaS Agreement?	No
16. Was Hosting (or hosting component of Managed or SaaS Service) performed at a Tier 3 Compliant Facility (as defined by the Uptime Institute)?	Yes
17. Original Services Contract Amount	Secure-24 does not publish contract information of its customers unless approved; If required, Secure-24 will provide requisite financial/contract data to the State of Michigan in a non-public forum.

**Table C-53. International Automotive Components (IAC) North America Hosting and Managed Services Environment.**

RFP Requirement	Deloitte Response
1. Customer Entity Name	Century Aluminum
2. Firm providing Hosting Service (This information must be clear as to whether such service was provided by a subcontractor)	Secure-24
3. Service category applicable (Hosting, Managed Service, Single Tenant SaaS)	Hosting and Managed Services
4. Description the Services Provided	Secure-24 currently hosts and provides managed hosting services for Century Aluminum's SAP ECC and other SAP components, including Prod, Dev, and QA. They use Linux OS and an Oracle Database environments. Services provided include Disaster Recovery, SAP Basis Administration, Security and Database Administration.
5. ERP Software Used	SAP
6. ERP Modules Involved	ECC6-Core
7. Third Party Software Involved	Linux, Juniper, Oracle, VMWare, Sophos, Active Directory.
8. Start Date of Services	2011
9. End Date of Services (if applicable)	Ongoing
10. Number of end users supported	200
11. Any public facing web components included (list any applicable)	No
12. Other Services Provided (e.g. Disaster Recovery)	Security, Disaster Recovery, Basis Administration
13. Any required compliance with IRS, HIPAA, FIPS 140-2 or other security provisions applicable to Michigan	Standard security compliance requirements



RFP Requirement	Deloitte Response
14. Was Hosting (or hosting component of Managed or SaaS Service) Single Tenant or Multi-Tenant	Hybrid environment (multitenant and dedicated)
15. Was Hosting Service provided under a SaaS Agreement?	No
16. Was Hosting (or hosting component of Managed or SaaS Service) performed at a Tier 3 Compliant Facility (as defined by the Uptime Institute)?	Yes
17. Original Services Contract Amount	Secure-24 does not publish contract information of its customers unless approved; If required, Secure-24 will provide requisite financial/contract data to the State of Michigan in a non-public forum.

Table C-54. Century Aluminum Hosting and Managed Services Environment.

RFP Requirement	Deloitte Response
1. Customer Entity Name	Smart Modular
2. Firm providing Hosting Service (This information must be clear as to whether such service was provided by a subcontractor)	Secure-24
3. Service category applicable (Hosting, Managed Service, Single Tenant SaaS)	Hosting and Managed Services
4. Description the Services Provided	Secure-24 is providing managed hosting for Smart Modular's SAP environment as well as the SharePoint environment.
5. ERP Software Used	SAP
6. ERP Modules Involved	ECC 6.0, Portal, BI 7.0, SCM 5.0, Netweaver, GRC.
7. Third Party Software Involved	Secure-24 is also providing SharePoint.Linux, Remote Desktop Management, Altiris, AV, MS Exchange, HPUX, Juniper, Oracle, EMC, TippingPoint, VMWare, WebSense, Sophos, and Active Directory.
8. Start Date of Services	2008
9. End Date of Services (if applicable)	Ongoing
10. Number of end users supported	200
11. Any public facing web components included (list any applicable)	No
12. Other Services Provided (e.g. Disaster Recovery)	Hosting, Disaster Recovery, Security Services, and Database Management
13. Any required compliance with IRS, HIPAA, FIPS 140-2 or other security provisions applicable to Michigan	Sarbanes-Oxley



RFP Requirement	Deloitte Response
14. Was Hosting (or hosting component of Managed or SaaS Service) Single Tenant or Multi-Tenant	Hybrid environment
15. Was Hosting Service provided under a SaaS Agreement?	No
16. Was Hosting (or hosting component of Managed or SaaS Service) performed at a Tier 3 Compliant Facility (as defined by the Uptime Institute)?	Yes
17. Original Services Contract Amount	Secure-24 does not publish contract information of its customers unless approved; If required, Secure-24 will provide requisite financial/contract data to the State of Michigan in a non-public forum.

**Table C-55. Smart Modular – Hosting and Managed Services Environment.**

RFP Requirement	Deloitte Response
1. Customer Entity Name	Kiewit Corporation
2. Firm providing Hosting Service (This information must be clear as to whether such service was provided by a subcontractor)	Secure-24
3. Service category applicable (Hosting, Managed Service, Single Tenant SaaS)	Hosting and Managed Services
4. Description the Services Provided	SAP hosting
5. ERP Software Used	SAP
6. ERP Modules Involved	ECC6-Core, BI, HR, PI, EP, Solution Manager, CRM, SRM, Business Objects, Erecruit,, BPC, Vertex, BSI
7. Third Party Software Involved	Juniper, Radware, VMWare, Sophos, Active Directory.
8. Start Date of Services	2009
9. End Date of Services (if applicable)	Ongoing
10. Number of end users supported	400
11. Any public facing web components included (list any applicable)	N/A
12. Other Services Provided (e.g. Disaster Recovery)	Security, Disaster Recovery, Network, Basis Administration
13. Any required compliance with IRS, HIPAA, FIPS 140-2 or other security provisions applicable to Michigan	HIPAA



RFP Requirement	Deloitte Response
14. Was Hosting (or hosting component of Managed or SaaS Service) Single Tenant or Multi-Tenant	Hybrid
15. Was Hosting Service provided under a SaaS Agreement?	No
16. Was Hosting (or hosting component of Managed or SaaS Service) performed at a Tier 3 Compliant Facility (as defined by the Uptime Institute)?	Yes
17. Original Services Contract Amount	\$1.5 Million

**Table C-56. Kiewit – Hosting and Managed Services Experience.**

Attachment C: Page 13	RFP Reference: Attachment C
<p>D. The State will give preference to experience in providing service that is for:</p> <ol style="list-style-type: none"> <li>The proposed ERP application                             <ul style="list-style-type: none"> <li>Customers of similar or larger size and processing volumes to the State of Michigan</li> <li>Customers that have security requirements similar to that of the State of Michigan including those cited in the RFP technical requirements related to IRS publication 1075, FIPS 140-2 and others</li> <li>Services provided that closely resemble those associated with those requested for Michigan in the applicable service category</li> <li>Services provided at facilities that are Tier 3 compliant or better (as defined by the Uptime Institute)</li> </ul> </li> </ol> <p>For a single tenant</p>	

Presented below is one customer where Deloitte and Secure-24 (as a subcontractor to Deloitte) is providing hosting and managed services for SAP.

RFP Requirement	Deloitte Response
1. The proposed ERP application	SAP
2. Customers of similar or larger size and processing volumes to the State of Michigan	City of Dallas
3. Customers that have security requirements similar to that of the State of Michigan including those cited in the RFP technical requirements related to IRS publication 1075, FIPS 140-2 and others.	Security requirements include FACTA
4. Services provided that closely resemble those associated with those requested for Michigan in the applicable service category	Secure-24 provides managed SAP application hosting for the City of Dallas' SAP installation, providing similar support to Dallas as is proposed for the State of Michigan including providing dual data center facilities, network services, disaster recovery services, security services, storage and backup services, 24x7 monitoring and alarming, and a virtualized infrastructure.



RFP Requirement	Deloitte Response
<b>5. Services provided at facilities that are Tier 3 compliant or better (as defined by the Uptime Institute).</b>	The proposed data center facilities to support the State of Michigan's SAP installation are Tier III-plus and Tier IV.
<b>6. For a single tenant</b>	Secure-24 architects and supports both dedicated and multitenant hosting environments, depending on the customer needs and requirements.

**Table C-57. City of Dallas – SAP Application Hosting Experience.**



C-1  
Mandatory  
Requirements

C-2  
Bidder and  
Software  
Vendor Profiles  
and Experience  
Summary

**Tab C – Bidder and Software Vendor Prior Experience**

2.1 Detailed description of the Bidder's organization	2.9 Software references for all proposed products
2.2 Detailed description of the ERP software vendor's organization	2.10 Evidence of scalability
2.3 Detailed description(s) of any third party software vendors' organizations	2.11 User Group description and materials
2.4 Information on any subcontractors to be used	2.12 Bidder Hosting, Managed Services or Single Tenant SaaS Services Experience
2.5 Bidder implementation experience	2.13 Bidder Hosting, Managed Service, or Single Tenant SaaS Services References
2.6 Bidder references for implementation of proposed ERP software	2.14 Bidder Disaster Recovery Services Experience
2.7 Bidder references for implementation of proposed third party software (if any)	2.15 Bidder Disaster Recovery Services References
2.8 Proposed software implementation history	

## 2.13 Bidder Hosting, Managed Services, and SaaS References

Attachment C: Page 13
RFP Reference: Attachment C

The Bidder shall provide three references for the ERP service category proposed to the State. Such references may be for either public or private sector customers.

A. For each customer listed, the following information should be provided:

- The same information required in section 2.12 C items 1 to 17
- Customer Contact Name
- Customer Contact Title
- Customer Contact Phone

If the Bidder does not have three customer accounts for Hosting Services to offer as references, this should be stated and the Bidder should provide the number that are available.

We are pleased to present four references to the State for hosting and managed services. Three of the references are for Secure-24 for hosting and managed services, and one is for Deloitte for managed services (the U.S. Navy).



RFP Requirement	Deloitte Response
<b>1. Customer Entity Name</b>	<b>City of Dallas</b>
<b>2. Firm providing Hosting Service (This information must be clear as to whether such service was provided by a subcontractor)</b>	Secure-24 (as a subcontractor to Deloitte) This reference demonstrates how Deloitte and Secure-24 work together to serve our clients.
<b>3. Service category applicable (Hosting, Managed Service, Single Tenant SaaS)</b>	Hosting from Secure-24. managed Services from Deloitte, under a single Deloitte prime contract
<b>4. Description the Services Provided</b>	<p>Deloitte was retained to:</p> <ul style="list-style-type: none"> <li>• Migrate SAP applications from outdated in-house infrastructure under Solaris to a virtualized hosted environment under Linux</li> <li>• Take over ERP support from an incumbent vendor</li> <li>• Convert the entire operation to an integrated managed service with SLAs</li> </ul> <p>The transition project was complicated by the SAP and Oracle systems being several releases out of date and improperly configured, which needed to be addressed as part of the migration. The destination hosted environment is multi-site, with hot fail over disaster recovery (DR) implemented between sites and successfully tested.</p> <p>The engagement includes multiple major development projects, as well as ongoing upgrades to the SAP applications over the term of the 7 year relationship. The environments deployed were ECC, PI, BW, Biller Direct, SAP WebDispatcher, and Solution Manager. The system produces over 4 million bills annually for nine city departments, and is responsible for collecting over \$800 million in revenue.</p>
<b>5. ERP Software Used</b>	SAP ECC 6.0-Core and ISU applications, PI, BI, Biller Direct
<b>6. ERP Modules Involved</b>	FI/CO, FI/CA, HR (security), MM, SD, PM, DM, WM, CS, ISU billing, , Solution Manager, WebDispatcher
<b>7. Third Party Software Involved</b>	HP Exstream, Paymetrics, Worksoft, Sophos, Radware, LogRhythm, uPerform, and FTP interfaces
<b>8. Start Date of Services</b>	04/2013
<b>9. End Date of Services (if applicable)</b>	03/2020
<b>10. Number of end users supported</b>	600
<b>11. Any public facing web components included (list any applicable)</b>	Yes, billing, payment, and invoice inquiry functions (current/historical)
<b>12. Other Services Provided (e.g. Disaster Recovery)</b>	Hot Site DR, MPLS network services, 24x7 monitoring and alarming, virtualized infrastructure, quarterly strategic planning, technology refresh
<b>13. Any required compliance with IRS, HIPAA, FIPS 140-2 or other security provisions applicable to Michigan</b>	N/A
<b>14. Was Hosting (or hosting component of Managed or SaaS Service) Single Tenant or Multi-Tenant</b>	Single Tenant Hosting
<b>15. Was Hosting Service provided under a SaaS Agreement?</b>	No



RFP Requirement	Deloitte Response
16. Was Hosting (or hosting component of Managed or SaaS Service) performed at a Tier 3 Compliant Facility (as defined by the Uptime Institute)?	Yes
17. Original Services Contract Amount	\$35 million
Customer Contact Name	Sindhu Menon
Customer Contact Title	Senior IT Manager
Customer Contact Phone	(214) 287-4494

**Table C-58. City of Dallas, Texas – Hosting from Secure-24 and Managed Services from Deloitte, under a single Deloitte prime contract.**

RFP Requirement	Deloitte Response
1. Customer Entity Name	Central Michigan University
2. Firm providing Hosting Service (This information must be clear as to whether such service was provided by a subcontractor)	Secure-24
3. Service category applicable (Hosting, Managed Service, Single Tenant SaaS)	Hosting, Managed Services, Multi-Tenant Environment
4. Description the Services Provided	Secure-24 provides managed hosting services for Central Michigan University's ERP application (SAP) as well as hosting for the University's comprehensive SharePoint installation. As part of these services, Secure-24 is responsible for installing, maintaining, and administering CMU's Production and Non-Production environments.
5. ERP Software Used	SAP
6. ERP Modules Involved	Secure-24 provides hosting services for campus-wide ERP system including ECC 6.0, BW, Development, Research, Staging, and Production, using the Linux operating system and MaxDB.
7. Third Party Software Involved	Linux, MaxDB, SharePoint, Sophos, Radware, LogRhythm
8. Start Date of Services	2009
9. End Date of Services (if applicable)	Ongoing
10. Number of end users supported	25,000
11. Any public facing web components included (list any applicable)	N/A
12. Other Services Provided (e.g. Disaster Recovery)	Security, Disaster Recovery, SharePoint Administration, Basis Administration





RFP Requirement	Deloitte Response
13. Any required compliance with IRS, HIPAA, FIPS 140-2 or other security provisions applicable to Michigan	Standard compliance requirements
14. Was Hosting (or hosting component of Managed or SaaS Service) Single Tenant or Multi-Tenant	Multi-tenant
15. Was Hosting Service provided under a SaaS Agreement?	No
16. Was Hosting (or hosting component of Managed or SaaS Service) performed at a Tier 3 Compliant Facility (as defined by the Uptime Institute)?	Yes
17. Original Services Contract Amount	Secure-24 does not publish contract information of its customers unless approved; If required, Secure-24 will provide requisite financial/contract data to the State of Michigan in a non-public forum.
Customer Contact Name	John Rathje
Customer Contact Title	Director of Technology
Customer Contact Phone	(989) 774-4000

Table C-59. Central Michigan University – Hosting, Managed Services, Multi-Tenant Environment.

RFP Requirement	Deloitte Response
1. Customer Entity Name	Wayne County (Michigan)
2. Firm providing Hosting Service (This information must be clear as to whether such service was provided by a subcontractor)	Secure-24
3. Service category applicable (Hosting, Managed Service, Single Tenant SaaS)	Hosting, Managed Services, Multi-Tenant and Dedicated Environments, Co-Location
4. Description the Services Provided	Secure-24 provides Wayne County with managed IT outsourcing for their core IT infrastructure. Secure-24 supported the migration and consolidation of the County's 5,000 sq. ft. internal data center; through the use of virtualization and application consolidation, the new data was reduced to roughly 500 sq. ft. The service scope for the hosted systems include infrastructure management, monitoring and alarming, managed security services, DR.
5. ERP Software Used	JD Edwards ERP, PeopleSoft Financial and HR systems
6. ERP Modules Involved	N/A
7. Third Party Software Involved	VMware View virtual desktop infrastructure (VDI) as well as the county tax and vital records systems, Oracle, Juniper, Radware, VMWare, Sophos, Active Directory.
8. Start Date of Services	2009



RFP Requirement	Deloitte Response
9. End Date of Services (if applicable)	Ongoing
10. Number of end users supported	600
11. Any public facing web components included (list any applicable)	N/A
12. Other Services Provided (e.g. Disaster Recovery)	Security, Disaster Recovery, DBA Services
13. Any required compliance with IRS, HIPAA, FIPS 140-2 or other security provisions applicable to Michigan	Standard compliance requirements.
14. Was Hosting (or hosting component of Managed or SaaS Service) Single Tenant or Multi-Tenant	Multi-tenant and Dedicated
15. Was Hosting Service provided under a SaaS Agreement?	No
16. Was Hosting (or hosting component of Managed or SaaS Service) performed at a Tier 3 Compliant Facility (as defined by the Uptime Institute)?	Yes
17. Original Services Contract Amount	Secure-24 does not publish contract information of its customers unless approved; If required, Secure-24 will provide requisite financial/contract data to the State of Michigan in a non-public forum.
Customer Contact Name	Hector Roman
Customer Contact Title	Director of Technology
Customer Contact Phone	(313) 224-6009

**Table C-60. Wayne County – Hosting, Managed Services, Multi-Tenant and Dedicated Environments, Co-Location.**

RFP Requirement	Deloitte Response
1. Customer Entity Name	US Navy – Operations and Maintenance Support Services
2. Firm providing Hosting Service (This information must be clear as to whether such service was provided by a subcontractor)	Deloitte
3. Service category applicable (Hosting, Managed Service, Single Tenant SaaS)	Managed Services



RFP Requirement	Deloitte Response
<b>4. Description the Services Provided</b>	<p>Deloitte has guided the operations and support for commands live on Navy ERP as well as engaged in the later site deployment activities. The Deloitte team was looked to for the operations and maintenance task based on our proven knowledge of the Navy's business, our understanding of large-scale IT operations, and our ability to staff SAP subject matter experts experienced in the Navy ERP solution.</p> <p>As part of our operations and support role the Deloitte team is responsible for the following key component areas: help desk operations and customer advocacy, coordinating the rolling deployments, training, COTS hardware/software maintenance, knowledge management, data management, business intelligence, disaster recovery strategy, planning and annual execution coordination</p>
<b>5. ERP Software Used</b>	SAP ECC 6.0
<b>6. ERP Modules Involved</b>	FI – Finance, FI - Financial Accounting, FIN – Financials, HR - Human Resources, PA - Personnel Management; CO, PS, MM, SD, AM, SCM/APO, BW/BI, GRC, portals, WM, EH&S, QM
<b>7. Third Party Software Involved</b>	N/A
<b>8. Start Date of Services</b>	April 2010
<b>9. End Date of Services (if applicable)</b>	March 2013
<b>10. Number of end users supported</b>	66,000
<b>11. Any public facing web components included (list any applicable)</b>	N/A
<b>12. Other Services Provided (e.g. Disaster Recovery)</b>	N/A
<b>13. Any required compliance with IRS, HIPAA, FIPS 140-2 or other security provisions applicable to Michigan</b>	N/A
<b>14. Was Hosting (or hosting component of Managed or SaaS Service) Single Tenant or Multi-Tenant</b>	N/A
<b>15. Was Hosting Service provided under a SaaS Agreement?</b>	N/A
<b>16. Was Hosting (or hosting component of Managed or SaaS Service) performed at a Tier 3 Compliant Facility (as defined by the Uptime Institute)?</b>	N/A
<b>17. Original Services Contract Amount</b>	\$330 million
<b>Customer Contact Name</b>	David Bodner
<b>Customer Contact Title</b>	Procurement Contracting Officer
<b>Customer Contact Phone</b>	(703) 602-4787

Table C-61. US Navy – Operations and Maintenance Support Services – Managed Services Experience.



C-1  
Mandatory  
Requirements
C-2  
Bidder and  
Software  
Vendor Profiles  
and Experience  
Summary

### Tab C – Bidder and Software Vendor Prior Experience

2.1 Detailed description of the Bidder's organization	2.9 Software references for all proposed products
2.2 Detailed description of the ERP software vendor's organization	2.10 Evidence of scalability
2.3 Detailed description(s) of any third party software vendors' organizations	2.11 User Group description and materials
2.4 Information on any subcontractors to be used	2.12 Bidder Hosting, Managed Services or Single Tenant SaaS Services Experience
2.5 Bidder implementation experience	2.13 Bidder Hosting, Managed Service, or Single Tenant SaaS Services References
2.6 Bidder references for implementation of proposed ERP software	2.14 Bidder Disaster Recovery Services Experience
2.7 Bidder references for implementation of proposed third party software (if any)	2.15 Bidder Disaster Recovery Services References
2.8 Proposed software implementation history	

## 2.14 Bidder Disaster Recovery Services Experience

Attachment C: Page 14 | RFP Reference: Attachment C

The Bidder must list and describe its experience in providing ERP Disaster Recovery services similar to those required as part of this RFP. The following rules must be observed in responding to this section of the RFP:

Attachment C: Page 14 | RFP Reference: Attachment C

A. All the Bidders overall experience and qualifications for providing ERP Disaster Recovery Services should be briefly described (but must be limited to no more than 1,000 words).

A critical component of any ERP implementation is a solid disaster recovery solution that comprises restoring critical ERP applications, hardware, data, and network—all in a time frame that confirms that the State's business is not negatively impacted. Deloitte has worked with Secure-24 to provide these services. Secure-24's disaster recovery services are developed by performing an analysis of the proposed IT infrastructure, as well as the critical data and applications that are required.

Secure-24's disaster recovery services are based on the utilization of functionally superior data centers and developing a tested, viable plan to bring the components necessary to essential business operations back online with minimal downtime. Secure-24 data centers are completely redundant and are connected using Geographic High-Availability (GHA) Internet fiber.



**Figure C-11. Secure-24 will provide DR services from its Las Vegas, NV data center.**



Secure-24 offers disaster recovery services to its hosted customers, including its SAP installations. Secure-24 designs disaster recovery solutions to provide customers with a tested, viable DR plan architected to bring essential business operations back online with minimal downtime. Secure-24's custom disaster recovery solution for the State of Michigan includes the following:

- Assessment and definition of the State's risks, timeframes, required performance, and functionality levels
- Implementation, ongoing management, and solution support
- Synchronous and asynchronous disaster recovery offerings
- Disk-to-disk plus additional tape backup options
- Unique Geographic High-Availability (GHA) Internet fiber connection between data centers
- Highly experienced and knowledgeable teams to restore systems and minimize impact on your business
- Annual testing of disaster recovery solution
- Command center facilities that allow your key personnel to continue operations in the event of an emergency

Secure-24 designed the State's disaster recovery solution to accommodate the State's specific recovery time and recovery point objectives (RTO and RPO). The solution is designed to provide a 48 hour recovery time objective (RTO) and 24 hour recovery point objective (RPO), for the SAP environment.

Secure-24 data centers are all connected via 10GB, dual entrance, multipath fiber connections. A multi-data center approach confirms the ability to recover quickly because each facility has at least one other like facility available in case of failover. Not only is there complete redundancy for the components within the data center, but the data centers themselves are redundant.

Production systems are replicated continuously. The replication process confirms that the DR servers and data are always current. In the event of disaster, failover to an alternate facility and infrastructure is seamless to the business.

Secure-24 facilities are located in regions that have very low natural disaster risk, and therefore, risk of a regional disaster, such as flooding, is minimal. Nonetheless, data center facilities are built to be resistant to natural disaster and manmade risks. A large-scale multi-regional telecommunications failure affecting the Internet may impact customer's ability to reach services, if that impact were to occur across all telecommunication carriers in the region and surrounding regions. Secure-24 has highly diverse Internet connections across multiple carriers and facilities to prevent any one carrier failure from causing even short term impact to services provided

In the event that there is a catastrophic event at the DR site, Secure-24 has multiple data centers that have the same configuration from an infrastructure perspective: SAN, Cisco Servers, Backup, Network, etc. If the DR (or Non-Production) data center is lost and cannot be recovered within a reasonable time frame, then Secure-24 will move all the compute requirements to one of its other data centers. This can be done because the State's SAP environment will be virtualized and Secure-24 backups for Non-Prod systems are maintained offsite at an auxiliary data center location.



Attachment C: Page 14	RFP Reference: Attachment C
<p>B. The specific ERP Disaster Recovery experience cited may include up to ten (10) US based customers that are either in the public or private sector. Note that customers listed as receiving such services may also receive other services beyond disaster services (such as hosting, or application maintenance, or single tenant SaaS service). The State will give preference to experience in providing disaster recovery service that is for:</p>	

RFP Requirement	Deloitte Response
<b>1. The proposed ERP application</b>	<b>SAP</b>
<b>2. Customers of similar or larger size and processing volumes to the State of Michigan</b>	<ul style="list-style-type: none"> <li>• City of Dallas, Texas, SAP installation</li> <li>• Kiewit Corporation, SAP installation, an \$11 billion construction and mining firm headquartered in Omaha, Nebraska</li> </ul>
<b>3. Customers that have security requirements similar to that of the State of Michigan including those cited in the RFP technical requirements related to IRS publication 1075, FIPS 140-2 and others.</b>	<p>Secure-24 provides highly compliant secure environments for clients in a variety of industries with stringent security requirements. Currently, Secure-24 hosts and manages complex environments for the State of Illinois; State of Washington; City of Dallas, Texas; Wayne County, Michigan; Shire Pharmaceuticals;</p> <p>Secure-24's Security and Compliance Team reviews the security and compliance requirements for each hosted customer to confirm conformance.</p>
<b>4. Hosting facilities that are Tier 3 compliant or better (as defined by the Uptime Institute).</b>	Secure-24 is proposing data center facilities with Tier III-plus and Tier IV classifications
<b>5. Single tenant hosting</b>	Secure-24 currently supports customers with both dedicated and multi-tenant environments

**Table C-62. SAP Disaster Recovery Experience.**

Attachment C: Page 14	RFP Reference: Attachment C
<p>C. For each customer listed the following information should be provided:</p>	

RFP Requirement	Deloitte Response
<b>1. Entity Name</b>	<b>Central Michigan University</b>
<b>2. Firm providing the service (Bidder or proposed subcontractor)</b>	Secure-24
<b>3. ERP Software Used</b>	SAP
<b>4. ERP Modules Implemented</b>	Secure-24 provides hosting services for campus-wide ERP system including ECC 6.0, BW, Development, Research, Staging, and Production, using the Linux operating system and MaxDB.
<b>5. Third Party Software Implemented</b>	Linux, MaxDB, SharePoint, Sophos, Radware, LogRhythm
<b>6. Start Date of Disaster Recovery Services</b>	2009
<b>7. End Date of Disaster Recovery Services (if applicable)</b>	Ongoing
<b>8. Frequency of conducting a Disaster Recovery Test</b>	Annual



RFP Requirement	Deloitte Response
9. Number of end users supported	400
10. Any public facing web components included (list any applicable)	N/A
11. Other Services Provided (e.g. Hosting, Application Maintenance, SaaS service)	Security, Disaster Recovery, SharePoint Administration, Basis Administration
12. Any required compliance with IRS, HIPAA, FIPS 140-2 or other security provisions applicable to Michigan	Standard compliance requirements.
13. Was Disaster Recovery Site Single Tenant or Multi-Tenant	Hybrid
14. Was Disaster Recovery Service provided under a SaaS Agreement?	No
15. Was Disaster Recovery Site a Tier 3 Compliant Facility (as defined by the Uptime Institute)?	Yes
16. Original Services Contract Amount	Secure-24 does not publish contract information of its customers unless approved; If required, Secure-24 will provide requisite financial/contract data to the State of Michigan in a non-public forum.

**Table C-63. Central Michigan University – Disaster Recovery Experience.**

RFP Requirement	Deloitte Response
1. Entity Name	International Automotive Components (IAC) North America
2. Firm providing the service (Bidder or proposed subcontractor)	Secure-24
3. ERP Software Used	SAP
4. ERP Modules Implemented	R/3 - 4.7
5. Third Party Software Implemented	Linux, Remote Desktop Management, Altiris, AV, MS Exchange, HPUX, Juniper, Oracle, EMC, TippingPoint, VMWare, WebSense, Sophos, Active Directory.
6. Start Date of Disaster Recovery Services	2008
7. End Date of Disaster Recovery Services (if applicable)	Ongoing
8. Frequency of conducting a Disaster Recovery Test	Annual
9. Number of end users supported	300



RFP Requirement	Deloitte Response
10. Any public facing web components included (list any applicable)	N/A
11. Other Services Provided (e.g. Hosting, Application Maintenance, SaaS service)	Security, Hosting, Managed Services, Basis Administration
12. Any required compliance with IRS, HIPAA, FIPS 140-2 or other security provisions applicable to Michigan	HIPAA
13. Was Disaster Recovery Site Single Tenant or Multi-Tenant	Hybrid
14. Was Disaster Recovery Service provided under a SaaS Agreement?	No
15. Was Disaster Recovery Site a Tier 3 Compliant Facility (as defined by the Uptime Institute)?	Yes
16. Original Services Contract Amount	Secure-24 does not publish contract information of its customers unless approved; If required, Secure-24 will provide requisite financial/contract data to the State of Michigan in a non-public forum.

**Table C-64. International Automotive Components (IAC) North America – Disaster Recovery Experience.**

RFP Requirement	Deloitte Response
1. Entity Name	Century Aluminum
2. Firm providing the service (Bidder or proposed subcontractor)	Secure-24
3. ERP Software Used	SAP
4. ERP Modules Implemented	ECC6-Core
5. Third Party Software Implemented	Linux, Juniper, Oracle, VMWare, Sophos, Active Directory.
6. Start Date of Disaster Recovery Services	2011
7. End Date of Disaster Recovery Services (if applicable)	Ongoing
8. Frequency of conducting a Disaster Recovery Test	Annual
9. Number of end users supported	200
10. Any public facing web components included (list any applicable)	Yes but not hosted by Secure-24





RFP Requirement	Deloitte Response
11. Other Services Provided (e.g. Hosting, Application Maintenance, SaaS service)	Hosting, Managed Services, Network Services, Security, Disaster Recovery, Basis Administration
12. Any required compliance with IRS, HIPAA, FIPS 140-2 or other security provisions applicable to Michigan	Standard security compliance requirements
13. Was Disaster Recovery Site Single Tenant or Multi-Tenant	Hybrid environment (multitenant and dedicated)
14. Was Disaster Recovery Service provided under a SaaS Agreement?	No
15. Was Disaster Recovery Site a Tier 3 Compliant Facility (as defined by the Uptime Institute)?	Yes
16. Original Services Contract Amount	Secure-24 is a privately held company and as such does not publish financial data; If required, Secure-24 will provide requisite financial data to the State of Michigan in a non-public forum.

Table C-65. Century Aluminum – Disaster Recovery Experience.

RFP Requirement	Deloitte Response
1. Entity Name	Smart Modular
2. Firm providing the service (Bidder or proposed subcontractor)	Secure-24
3. ERP Software Used	SAP
4. ERP Modules Implemented	ECC 6.0, Portal, BI 7.0, SCM 5.0, Netweaver, GRC
5. Third Party Software Implemented	AV, MS Exchange, HPUX, Juniper, Oracle, EMC, TippingPoint, VMWare, WebSense, Sophos, Active Directory.
6. Start Date of Disaster Recovery Services	2008
7. End Date of Disaster Recovery Services (if applicable)	Ongoing
8. Frequency of conducting a Disaster Recovery Test	Annual
9. Number of end users supported	200
10. Any public facing web components included (list any applicable)	N/A
11. Other Services Provided (e.g. Hosting, Application Maintenance, SaaS service)	Hosting, Disaster Recovery, Security Services, and Database Management



RFP Requirement	Deloitte Response
12. Any required compliance with IRS, HIPAA, FIPS 140-2 or other security provisions applicable to Michigan	Sarbanes-Oxley
13. Was Disaster Recovery Site Single Tenant or Multi-Tenant	Hybrid environment
14. Was Disaster Recovery Service provided under a SaaS Agreement?	No
15. Was Disaster Recovery Site a Tier 3 Compliant Facility (as defined by the Uptime Institute)?	Yes
16. Original Services Contract Amount	Secure-24 does not publish contract information of its customers unless approved; If required, Secure-24 will provide requisite financial/contract data to the State of Michigan in a non-public forum. .

**Table C-66. Smart Modular – Disaster Recovery Experience.**

RFP Requirement	Deloitte Response
1. Entity Name	Kiewit Corporation
2. Firm providing the service (Bidder or proposed subcontractor)	Secure-24
3. ERP Software Used	SAP
4. ERP Modules Implemented	ECC6-Core, BI, HR, PI, EP, Solution Manager, CRM, SRM, Business Objects, Erecruit,, BPC, Vertex, BSI
5. Third Party Software Implemented	Juniper, Radware, VMWare, Sophos, Active Directory.
6. Start Date of Disaster Recovery Services	2009
7. End Date of Disaster Recovery Services (if applicable)	Ongoing
8. Frequency of conducting a Disaster Recovery Test	Annual
9. Number of end users supported	4,000
10. Any public facing web components included (list any applicable)	N/A
11. Other Services Provided (e.g. Hosting, Application Maintenance, SaaS service)	Hosting, Managed Services, Security, Disaster Recovery, Network, Basis Administration
12. Any required compliance with IRS, HIPAA, FIPS 140-2 or other security provisions applicable to Michigan	HIPAA



RFP Requirement	Deloitte Response
13. Was Disaster Recovery Site Single Tenant or Multi-Tenant	Hybrid
14. Was Disaster Recovery Service provided under a SaaS Agreement?	No
15. Was Disaster Recovery Site a Tier 3 Compliant Facility (as defined by the Uptime Institute)?	Yes
16. Original Services Contract Amount	Secure-24 does not publish contract information of its customers unless approved; If required, Secure-24 will provide requisite financial/contract data to the State of Michigan in a non-public forum.

**Table C-67. Kiewit – Disaster Recovery Experience.**



## 2.15 Disaster Recovery Services References

Attachment C: Page 14

RFP Reference: Attachment C

The Bidder shall provide three (3) references for ERP Disaster Recovery services. Such references may be for either public or private sector customers. These may be references for the same customer accounts used for Hosting References. However, the Bidder must still respond under this heading in its proposal noting that the same customer accounts used for Hosting Services references also received Disaster Recovery Services and are being cited as references for both service categories. If this is the case, for each such reference the Bidder must affirm that all information provided applies to both service categories including firm providing the service, start and end dates, and contract amounts.

A. For each customer listed the following information should be provided:

- The same information required in section 2.14 C items 1 to 16
- Customer Contact Name
- Customer Contact Title
- Customer Contact Phone
- Customer Contact Email Address

If the Bidder does not have three (3) customer accounts for Disaster Recovery Services to offer as references, this should be stated and the Bidder should provide the number that are available.

We are pleased to three references for disaster recovery services for services provided by our subcontractor Secure-24.



RFP Requirement	Deloitte Response
1. Entity Name	Cristal Global
2. Firm providing the service (Bidder or proposed subcontractor)	Secure-24
3. ERP Software Used	SAP
4. ERP Modules Implemented	ECC-6 Core, BI, HR, PI, EP, Solution Manager, WebDisp, CLM, SSM, Duet, e-Recruit, Vertex, BSI
5. Third Party Software Implemented	Hyperion, SharePoint, Exchange, numerous custom applications
6. Start Date of Disaster Recovery Services	2011
7. End Date of Disaster Recovery Services (if applicable)	Present
8. Frequency of conducting a Disaster Recovery Test	Annual
9. Number of end users supported	2,500
10. Any public facing web components included (list any applicable)	N/A
11. Other Services Provided (e.g. Hosting, Application Maintenance, SaaS service)	Hosting, Basis Administration, Database Administration, Security Services, Network Services
12. Any required compliance with IRS, HIPAA, FIPS 140-2 or other security provisions applicable to Michigan	Standard security compliance requirements
13. Was Disaster Recovery Site Single Tenant or Multi-Tenant	Single Tenant
14. Was Disaster Recovery Service provided under a SaaS Agreement?	No
15. Was Disaster Recovery Site a Tier 3 Compliant Facility (as defined by the Uptime Institute)?	Yes
16. Original Services Contract Amount	Secure-24 does not publish contract information of its customers unless approved; If required, Secure-24 will provide requisite financial/contract data to the State of Michigan in a non-public forum.
Customer Contact Name	Mark Matheson
Customer Contact Title	IT Director
Customer Contact Phone	(410) 229-8008
Customer Contact Email Address	mark.matheson@millenniumchem.com

Table C-68. Crystal Global Disaster Recovery Services Reference.



RFP Requirement	Deloitte Response
1. Entity Name	Wayne County (Michigan)
2. Firm providing the service (Bidder or proposed subcontractor)	Secure-24
3. ERP Software Used	JD Edwards ERP, PeopleSoft Financial and HR systems
4. ERP Modules Implemented	N/A
5. Third Party Software Implemented	VMware View virtual desktop infrastructure (VDI) as well as the county tax and vital records systems, Oracle, Juniper, Radware, VMWare, Sophos, Active Directory.
6. Start Date of Disaster Recovery Services	2009
7. End Date of Disaster Recovery Services (if applicable)	Ongoing
8. Frequency of conducting a Disaster Recovery Test	Annual
9. Number of end users supported	600
10. Any public facing web components included (list any applicable)	N/A
11. Other Services Provided (e.g. Hosting, Application Maintenance, SaaS service)	Security, Disaster Recovery, DBA Services
12. Any required compliance with IRS, HIPAA, FIPS 140-2 or other security provisions applicable to Michigan	Standard compliance requirements.
13. Was Disaster Recovery Site Single Tenant or Multi-Tenant	Multi-tenant and Dedicated
14. Was Disaster Recovery Service provided under a SaaS Agreement?	No
15. Was Disaster Recovery Site a Tier 3 Compliant Facility (as defined by the Uptime Institute)?	Yes
16. Original Services Contract Amount	Secure-24 does not publish contract information of its customers unless approved; If required, Secure-24 will provide requisite financial/contract data to the State of Michigan in a non-public forum.
Customer Contact Name	Hector Roman
Customer Contact Title	Director of Technology
Customer Contact Phone	(313) 224-6009
Customer Contact Email Address	hroman@co.wayne.mi.us

Table C-69. Wayne County Disaster Recovery Services Reference.



RFP Requirement	Deloitte Response
<b>1. Entity Name</b>	<b>Central Michigan University</b>
<b>2. Firm providing the service (Bidder or proposed subcontractor)</b>	Secure-24
<b>3. ERP Software Used</b>	SAP
<b>4. ERP Modules Implemented</b>	Secure-24 provides hosting services for campus-wide ERP system including ECC 6.0, BW, Development, Research, Staging, and Production, using the Linux operating system and MaxDB.
<b>5. Third Party Software Implemented</b>	Linux, MaxDB, SharePoint, Sophos, Radware, LogRhythm
<b>6. Start Date of Disaster Recovery Services</b>	2009
<b>7. End Date of Disaster Recovery Services (if applicable)</b>	Ongoing
<b>8. Frequency of conducting a Disaster Recovery Test</b>	Annual
<b>9. Number of end users supported</b>	25,000
<b>10. Any public facing web components included (list any applicable)</b>	N/A
<b>11. Other Services Provided (e.g. Hosting, Application Maintenance, SaaS service)</b>	Security, Disaster Recovery, SharePoint Administration, Basis Administration
<b>12. Any required compliance with IRS, HIPAA, FIPS 140-2 or other security provisions applicable to Michigan</b>	Standard compliance requirements.
<b>13. Was Disaster Recovery Site Single Tenant or Multi-Tenant</b>	Multi-tenant
<b>14. Was Disaster Recovery Service provided under a SaaS Agreement?</b>	No
<b>15. Was Disaster Recovery Site a Tier 3 Compliant Facility (as defined by the Uptime Institute)?</b>	Yes
<b>16. Original Services Contract Amount</b>	Secure-24 does not publish contract information of its customers unless approved; If required, Secure-24 will provide requisite financial/contract data to the State of Michigan in a non-public forum.
<b>Customer Contact Name</b>	John Rathje
<b>Customer Contact Title</b>	Director of Technology
<b>Customer Contact Phone</b>	(989) 774-4000
<b>Customer Contact Email Address</b>	rathj1jm@cmich.edu

Table C-70. Central Michigan University Disaster Recovery Services Reference.

