STATE OF OKLAHOMA
OFFICE OF STATE FINANCE

CONTRACT FOR CIO ASSESSMENT STUDY, REPORT AND PLAN

THIS CONTRACT is entered into as of the 31st day of August, 2010 by and between the State of Oklahoma, Office of State Finance ("Oklahoma") and Capgemini Government Solutions LLC (Contractor), a limited liability company organized under the laws of the State of Delaware, with its principal office located at 2250 Corporate Park Drive, Suite 410, Herndon, VA ("Contractor").

The parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract shall be comprised of the following, in order of precedence:

- Oklahoma State Statutes
- This Contract
- Oklahoma's Purchase Order, as set forth in Attachment A.
- Contract Modifications and Change Orders as may be issued during the term of this Contract.
- Capgemini's Restatement of Scope, Work Plan and Deliverables, dated August 26, 2010, as set forth in Attachment B.
- Oklahoma's Solicitation dated June 18, 2010, as amended on July 2, 2010, as set forth in Attachment C.
- Capgemini's Technical Proposal dated July 14, 2010, as set forth as Attachment D.

Attachments shall have the same force and effect as if set forth within the body of this document.

2. SERVICES

Contractor shall provide the services and the deliverables defined in, the Contractor's Restatement Document, Oklahoma's Solicitation, and the Contractor's technical proposal (as referenced above). Services and deliverables will be inspected against the specifications in the Contract for conformance with the provisions of the State's Solicitation (Section A.16).

Contractor will report to, and receive instruction for proceeding, from the State's Project Management Team, regarding tasks to be performed under this contract.

The State reserves the right to demand that the Contractor replace any member of their project team with a properly qualified and skilled person.

3. TERM

This contract shall begin August 31, 2010 and shall end March 31, 2011, unless extended by mutual agreement of the Parties. The State, at its sole discretion, may choose to exercise an extension for a maximum of 90 days beyond the original contract period, in accordance with the same terms and conditions. If this option is exercised, the state will notify the Contractor in writing prior to the contract end date.

If the State exercises the option to extend the contract beyond the deliverables associated with the fixed price of this contract, the hourly rates provided in the Attachment B shall apply.

4. CONTRACT MODIFICATION

The Contract is issued under the authority of the State personnel signing the Contract. The Contract may be modified only through a written Contract Modification, signed by the State.
Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the State in writing, or made unilaterally by the Contractor, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

5. INVOICING AND PAYMENT

Contractor shall be paid upon submission of an accurate and proper invoice(s) to the agency (as defined by Title 62, Section 34.73), at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number.

Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71, §34.72 and §34.73, and other applicable Oklahoma State Statutes.

The total amount of this contract shall not exceed $999,900.00. If additional services are requested in writing by the State, beyond the project deliverables at the total fixed price of $999,900.00, the Contractor will be paid on an hourly basis in accordance with the hourly rates included in Attachment "B".

Contractor shall submit invoices upon acceptance of deliverable by the State, which acceptance will not unduly be withheld. Each invoice shall be reduced by a 20% retainer (except for the invoice for the BDNA License which will have no retainer) to be held until final acceptance by the State. Invoice amounts pending under the 20% retention shall be processed for release ten (10) business days after presentation of the final report to the Government Technology Applications Review Board, the Legislature, or the Governor, or ten (10) days after March 31, 2011, if the report has not been presented to the Government Technology Applications Review Board, or the legislature or the Governor. The Contractor will present a final invoice for the retainer.
Invoices shall be submitted to:

OFFICE OF STATE FINANCE - INFORMATION SERVICES DIVISION
ADMINISTRATION
2209 N CENTRAL AVENUE
OKLAHOMA CITY, OK 73105

Phone Number: (405)522-4667
Email: connie.holt@osf.ok.gov

6. TAX EXEMPTION

State agency acquisitions are exempt from sales taxes and federal excise taxes. Contractors shall not include these taxes in price quotes.

7. AUDIT AND RECORDS CLAUSE

As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful Contractor(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

The successful Contractor(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for seven (7) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

8. NON-APPROPRIATION CLAUSE

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the State may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The State's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding.

9. CHOICE OF LAW

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

10. CHOICE OF VENUE

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

11. TERMINATION FOR CAUSE

The Contractor may terminate the Contract for default or other just cause with both a 30-day written request and upon written approval from the State. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the Contractor.

The State may terminate the Contract immediately, without a 30-day written notice to the Contractor when violations are found, when conditions preclude the 30-day notice, or when the State determines that an administrative error occurred prior to Contract performance.

If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

12. TERMINATION FOR CONVENIENCE

The State may terminate the Contract, in whole or in part, for convenience if the State determines that termination is in the State's best interest. The State shall terminate the Contract by delivering to the Contractor a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of thirty (30) days from the date the Notice of Termination for Convenience is issued by the State.

If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the Contractor.

13. INSURANCE

Contractor shall maintain and provide proof to CLIENT of the following insurance during the term of this Contract.

A. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

B. Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than $1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.

C. Automobile Liability Insurance with limits of liability of not less than $1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage, with limits not less than $1,000,000 per claim and in the aggregate.

14. EMPLOYMENT RELATIONSHIP

Contract award does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma. The Contractor's employees shall not be considered employees of the State of Oklahoma for any purpose, and shall not be eligible for rights or benefits accruing to state employees.

15. COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007

The Contractor certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

16. COMPLIANCE WITH APPLICABLE LAWS

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

17. GRATUITIES

A contract may be terminated if the Contracting Officer determines that the successful contractor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the State of Oklahoma, involved with this project. Furthermore a contractor convicted of such violation may also be suspended or debarred.

18. MUTUAL RESPONSIBILITIES

The State and Contractor agree that under this Contract:

Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.

This is a non-exclusive Contract and each party is free to enter into similar Contracts with others.

Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.

Where approval, acceptance, consent or similar action by either party is required under this Contract, such action will not be unreasonably delayed or withheld

19. BACKGROUND CHECKS AND VERIFICATIONS

At the sole discretion of the State, Contractor may be subject to user background checks, depending on the information systems the Contractor accesses or types of data the State provides. Contractor must submit the required background check information to the State in a timely manner. The State may not allow access prior to completion of user background verification.

20. CONFIDENTIALITY

All information exchanged is presumed non-confidential unless agreed to otherwise, to the extent authorized under the Oklahoma Open Records Act. If either party requires the exchange of confidential information, it will be made under the following terms. The State's infrastructure is protected by Title 62, Section 34.12,C.

Our mutual objective under these confidentiality terms (also referred to as the "Confidentiality Contract") is to provide protection for confidential information (Information) while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us (Discloser) discloses information to the other (Recipient).

Disclosure

Information will be disclosed either;

1) In writing

2) By delivery of items;

3) By initiation of access to information, such as may be in data base; or

4) By oral or visual presentation.

Information will be reviewed and identified as confidential at the time of disclosure.

Obligations

The recipient agrees to:

Use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and

Use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.

The Recipient may disclose Information to:

Its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know for the purpose of performing any transaction contemplated under this Contract. Control means to own or control, directly or indirectly, over 50% of voting shares; and any other party with the Discloser's prior written consent.

The Recipient may disclose Information to the extent required by law The State of Oklahoma is subject to, and will comply with the Oklahoma Open Records Act.

Confidentiality Period

Information disclosed under this Confidentiality Agreement will be subject to this Confidentiality Agreement for two years following the initial date of disclosure.

Exceptions to Obligations

The Recipient may disclose, publish, disseminate, and use Information that is:

1) Already in its possession without obligation of confidentiality;

2) Obtained from a source other than the Discloser without obligation of confidentiality;

3) Publicly available when received, or subsequently becomes publicly available through no fault of the Recipient, or

4) Disclosed by the Discloser to another without obligation of confidentiality.

The Recipient may use in its business activities the ideas and concepts contained in the Discloser's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Confidentiality Agreement.

Disclaimers

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

Neither this Confidentiality Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

21. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY

Pursuant to Title 74, Section 85.7d and OAC 580:15-6-21 electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc.

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customized by the Contractor from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance will be necessary on the Contractor's part. Such requirements will be stated in documents such as State Bids, Request for Proposals, Contracts,

Agreements, Purchase Orders, and Amendments.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the Contractor, from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the Contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") after the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.

22. PATENTS AND COPYRIGHTS

If in the performance of this contract, contractor uses any Product covered by a third party's patent or copyright, it is mutually agreed and understood without exception that the contractor's contract prices shall include all royalties or costs charged by the third party arising from the use of such patent or copyright. If such royalties or costs are not covered in the contractor contract price, Contractor's obligations are as outlined immediately below.

If a third party claims that a Product the Contractor provides to an Ordering Agency infringes that party's patent or copyright, Contractor will defend the State against that claim at Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that the State: (i) promptly notifies Contractor in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows Contractor to control, and cooperates with Contractor in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize Contractor to have sole control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, Contractor shall have no obligation to indemnify the State of Oklahoma under this Section.

Contractor has no obligation regarding any claim based on any of the following: (i) anything the State provides which is incorporated into a Product; (ii) modification of a Product by any party other than Contractor, Contractor's representative, Contractor's Subcontractor, or any State employee acting at the Contractor's Direction, or a Program's use in other than its Specified Operating Environment; (iii) the combination, operation, or use of a Product with other Products not provided by Contractor as a system, or the combination, operation or use of a Product with any product, data, or apparatus that Contractor did not provide; or (iv) infringement by a non-Contractor Product alone, as opposed to its combination with Products Contractor provides to the State as a system.

23. EQUAL OPPORTUNITY AND DISCRIMINATION

The Contractor certifies that they are an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11246 and 11375. The provider assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

24. LOBBYING

The Contractor certifies compliance with the Anti-Lobbying law, Section 1325, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over $100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.

25. DRUG-FREE WORKPLACE

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR part 76, Subpart F,

for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76 610.

26. ENVIRONMENTAL PROTECTION

If the payments pursuant to the contract are expected to exceed $100,000.00, then the Contractor must comply with the Section 306 of the Clean Air Act (42 U.S.C. 1857 (L)), Section 508 of the Clean Water Act (33 U.S.C. 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R Part 15), which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities.

27. ASSIGNMENT

Contractor's obligations under this contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the State.

28. SEVERABILITY

If any provision for this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

29. FAILURE TO ENFORCE

Failure by the State of Oklahoma at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the State of Oklahoma to enforce any provisions at any time in accordance with its terms.

30. LICENSED SOFTWARE

Under no circumstances will the Contractor be required to install or maintain software packages that it has reason to believe are not properly licensed.

All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the Contractor in performance of this contract is the responsibility of the Contractor.

31. CONFLICT OF INTEREST

Contractor must disclose any contractual relationship or any other relevant contact with any state personnel, or other State contractors involved in the development of a request for proposal (RFP) that results in a Contract. Any conflict of interest shall, at the sole discretion of State, be grounds for termination of project involvement; provided that such termination must be made within a reasonable time after disclosure of such relationship or contact.

In addition to any requirements of law or through a professional code of ethics or conduct, the Contractor and their employees performing services for the State are required to disclose any outside activities or interests that conflict or may conflict with the best interests of the State. Further, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interests of the State of Oklahoma during the period of this Contract without prior written approval of the State. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees, other third-party individuals, or entities holding contracts with the State.

32. LIMITATION OF LIABILITY

To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

On April 14, 2006, the Attorney General of Oklahoma issued Attorney General Opinion No. 06-11 that, among other things, opined that under the Oklahoma State Constitution contractual limitation of liability provisions contained in agreements with State agencies are void and unenforceable unless the amount of liability the State assumes is certain and budgeted for. While the parties to this agreement acknowledge the Attorney General's Opinion, the Parties further recognize that Supplier disagrees with the Attorney General's Opinion and contends that contractual limitation of liability provisions such as the one contained in this agreement are enforceable and do not violate the State Constitution. As a result, in the event that the Parties to this agreement have a dispute in which the enforceability of a contractual limitation of liability clause is relevant, then the Parties agree that either Party may initiate suit in the State District Court for Oklahoma County seeking a declaratory judgment or any other relief available in law or equity regarding, among other things, the enforceability of a contractual limit of liability. Further, the parties shall have the right to appeal any ruling from the District Court to the extent permitted by applicable law.

While the parties to this Contract acknowledge the Attorney General's Opinion, the Parties further recognize that Supplier disagrees with the Attorney General's Opinion and contends that contractual limitation of liability provisions such as the one contained in this agreement are enforceable and do not violate the State Constitution, the liability limit will be established as the contract value ($999,900).

33. MEDIA OWNERSHIP (Disk Drive and/or Memory Chip Ownership)

In conjunction with the Oklahoma Computer Equipment Recovery Act and the Office of State Finance's Information Security, Policies, Procedures, and Guidelines– Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media: disk drives and memory cards purchased with or for use in leased equipment under this contract remain the property of the State of Oklahoma.

Disk drives and memory cards purchased with or included in leased or purchased equipment under this contract must remain the property of the State of Oklahoma; therefore 'Keep Your Hard Drive' costs must be included in the vendor(s) proposed cost.

Personal Identification Information can be retained within electronic media devices and components; therefore, the State cannot allow the release of electronic media either between State Agencies or for the resale of refurbished equipment that has been in use by State entities, by the vendor to the general public or other entities. Electronic Media Retention by the State for equipment whether purchased or leased must also be applied to replacement devices and components the selected vendor(s) may supply during the downtime (repair) of equipment purchased or leased through this contract. If a device has to be removed from a location for repairs, there must be sufficient safeguards in place (such as a record of hard drive serial numbers) to protect the Personal Identification Information that may be stored within the hard drive/memory of the device.

34. OFFSHORE SERVICES

No offshore services are provided for under this contract.

35. *FAILURE TO PROVIDE*

The contractor's repeated failure to provide defined services, without reasonable basis as determined by the State of Oklahoma, shall constitute a material breach of the contractor's obligations, which may result in cancellation of the contract.

36. AGENCY POLICIES

The contractor's employees and subcontractors must adhere to the State's policies pertaining to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the Contractor(s) to review and discuss State policies covering the above to the consulting staff.

37. COMPLIANCE WITH TECHNOLOGY POLICIES

The Contractor agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures and Guidelines" that can be found at:: http://www.ok.gov/OSF/Information_Services/ISD_Publications.html

38. OWNERSHIP RIGHTS

It is understood and agreed that the Software developed by the Contractor is for the sole and exclusive use of the State. Moreover, except with regard to any deliverable based on Contractor's reusable or pre-existing intellectual property ("Utilities"), the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.

Except for any Utilities, all work performed by Contractor of Software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be opened by and for the benefit of State of Oklahoma.

Capgemini will deliver to the State of Oklahoma all survey results, completed questionnaires, inventory listings, interim work products and final deliverables in electronic format, that are outlined in the State of Oklahoma Solicitation document titled - Assessment Study, Report and Plan - dated June 18, 2010. The State of Oklahoma will have exclusive rights to the use and ownership of these materials.

The Contractor shall certify in writing: 1) that all of the copies and partial copies of the State's applicable survey results, completed questionnaires, and inventory listings (which is confidential and proprietary information) in their possession or control, have been deleted from all computers and storage devices (including any backup or archival copies), 2) have been returned to the State or destroyed, and 3) are no longer in use by the Contractor, the Contractor's affiliates, or other party to whom the Contractor granted access to such information.

39. RIGHT TO RENEGOTIATE

Prior to exercising the State's right to cancel a contract, the State may renegotiate an existing contract with a Contractor for the purpose of obtaining more favorable terms for the State, provided that the term of the contract is not modified.

40. DELIVERY AND INSPECTION

Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The Contractor shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The Contractor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

The Contractor shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the State. This includes changes to personnel.

The parties recognize that legislated deadlines require that time is of the essence in successfully completing the project. Each party agrees to perform their obligations under this contract in a manner that promotes and facilitates timely completion of this project.

41. CONTRACTORS AND SUBCONTRACTORS OBLIGATIONS

The Contractor may use sub-contractors in support of this contract; however the Contractor shall remain solely responsible for the performance of this Contract.

All payments for Products or Services shall be made directly to the Contractor. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be performed. The State reserves the right to approve any and all sub-contractors providing services under this Contract.

All Contractor(s) and sub-contractor(s) changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the State. No payments will be made to the Contractor(s) for services performed pursuant to this Contract by unapproved employees of Contractor(s) or sub-contractor.

Contractor's employees or agents, if any, who perform services for the State under this Agreement shall also be bound by the provisions of this Agreement. At the request of the State, Contractor shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "Employment Relationship", the State shall not be responsible to Contractor's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

42. OKLAHOMA'S AUTHORIZED REPRESENTATIVES

For this Contract, the Contact Personnel Authorized to Bind the State of Oklahoma are:

Contact Official:

Alex Pettit
Chief Information Officer
2209 N Central Avenue

Oklahoma City, OK 73105
Phone Number: 405-521-3710
Facsimile: 405-522-3042
Email· alex.pettit@osf.ok.gov

Contact Official:

Joseph Fleckinger
Deputy Director of Information Technology
2209 N Central Avenue
Oklahoma City, OK 73105
Phone Number: 405-522-4026
Facsimile: 405-522-3042
Email: joe.fleckinger@osf.ok.gov

43. NOTICES

Any notice, request or other communication to either party by the other as provided for in this Contract shall be given in writing, and sent by: (a) hand-delivery, (b) first class United States mail, return receipt requested, or (c) overnight delivery service, and shall be deemed given upon actual receipt by the addressee. Notice may also be given by facsimile or e-mail, provided the original is sent by any manner above described. All notices shall be addressed as follows:

If to Oklahoma

Alex Pettit
Chief Information Officer
2209 N Central Avenue
Oklahoma City, OK 73105
Phone Number: 405-521-3710
Facsimile: 405-522-3042
Email: alex.pettit@osf ok.gov

With copy to

Joseph Fleckinger
Deputy Director of Information Technology
2209 N Central Avenue
Oklahoma City, OK 73105
Phone Number. 405-522-4026
Facsimile: 405-522-3042
Email: joe.fleckinger@osf.ok.gov

If to Contractor:Capgemini Government Solutions LLC
2250 Corporate Park Drive, Suite 410
Herndon, VA 20171
Attention: Barrie Burnick
Telephone: 571-336-1618
Facsimile: 571-336-1700
E-mail: barrie.burnick@capgemini-gs.com

With copy to

Capgemini Government Solutions LLC
2250 Corporate Park Drive, Suite 410
Herndon, VA 20171
Attention: Christopher Giusti
Telephone: 571-336-1600
Facsimile: 571-336-1700
E-mail: christopher.giusti@capgemini-gs.com

Either party may change the recipient or address for receiving notices upon written notice to the other party.

The Contractor certifies by signing below that no person of their firm who has been involved in any manner in the development of this contract while employed by the State of Oklahoma, nor will such person be employed to fulfill any of the services provided for under this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date written above.

The State of Oklahoma
Office of State Finance

By: _____

Name: Alex Z. Pettit

Title: Chief Information Officer

Date: Aug 31, 2010

Capgemini Government Solutions LLC

By: _____

Name: CHRISTOPHER GIUSTI

Title: CFO

Date: 8/31/10

Attachment A: Oklahoma's Purchase Order

Purchase Order

Dispatch via Print

Purchase Order	Date	Revision	Page
0909004872	08/31/2010		1
Payment Terms	**Freight Terms**		**Ship Via**
0 Days	Free on board at Destination		Common
Buyer	**Phone**		**Currency**
Colby Kruse	405/522-8030		USD

Office of State Finance
OFFICE OF STATE FINANCE
ADMINISTRATION
122 STATE CAPITOL BUILDING
OKLAHOMA CITY OK 73105

Ship To: OFFICE OF STATE FINANCE
ISD/DATA CENTER
2209 N CENTRAL
OKLAHOMA CITY OK 73105

Vendor: 0000312777
CAPGEMINI GOVERNMENT SOLUTIONS
2250 CORPORATE PARK DR STE 410
HERNDON VA 20171-2899

Bill To: OFFICE OF STATE FINANCE
ISD/DATA CENTER
2209 N CENTRAL
OKLAHOMA CITY OK 73105

Tax Exempt? Y **Tax Exempt ID:** 736017987

Line-Sch	Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	1000003465	CONTRACT FOR CIO ASSESSMENT STUDY, REPORT AND PLAN	1.0000	JA	999,900.0000	999,900.00	08/31/2010

CONTRACT ENTERED INTO AS OF AUGUST 31, 2010 AND SHALL END MARCH 31, 2011 UNLESS EXTENDED BY MUTUAL AGREEMENT OF THE PARTIES

TERMS AND CONDITIONS AS PER ATTACHED CONTRACT BETWEEN THE STATE OF OKLAHOMA OFFICE OF STATE FINANCE AND CAPGEMINI GOVERNMENT SOLUTIONS LLC

Total PO Amount 999,900 00

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Authorized Signature

Purchase Order

Dispatch via Print

Purchase Order	Date	Revision	Page
0909004872	08/31/2010		2
Payment Terms	**Freight Terms**		**Ship Via**
0 Days	Free on board at Destination		Common
Buyer	**Phone**		**Currency**
Colby Kruse	405/522-8030		USD

Office of State Finance
OFFICE OF STATE FINANCE
ADMINISTRATION
122 STATE CAPITOL BUILDING
OKLAHOMA CITY OK 73105

Ship To: OFFICE OF STATE FINANCE
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2209 N CENTRAL
OKLAHOMA CITY OK 73105

Vendor: 0000312777
CAPGEMINI GOVERNMENT SOLUTIONS
2250 CORPORATE PARK DR STE 410
HERNDON VA 20171-2899

Bill To: OFFICE OF STATE FINANCE
ISD/DATA CENTER
2209 N CENTRAL
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FUNDING
515440 01 1000 19101 1000061 11

THIS PROCUREMENT IS DONE IN ACCORDANCE WITH THE INFORMATION SERVICES ACT

Authorized Signature

Attachment B: Restatement of Scope, Work Plan and Deliverables

Capgemini

CONSULTING.TECHNOLOGY.OUTSOURCING

August 26, 2010 | Re-statement of Scope, Work Plan & Deliverables

The State of Oklahoma Assessment Study, Report, and Plan

Submitted By:

Capgemini Government Solutions LLC
2250 Corporate Park Drive, Suite 410
Herndon, VA 20171

Capgemini Point of Contact:

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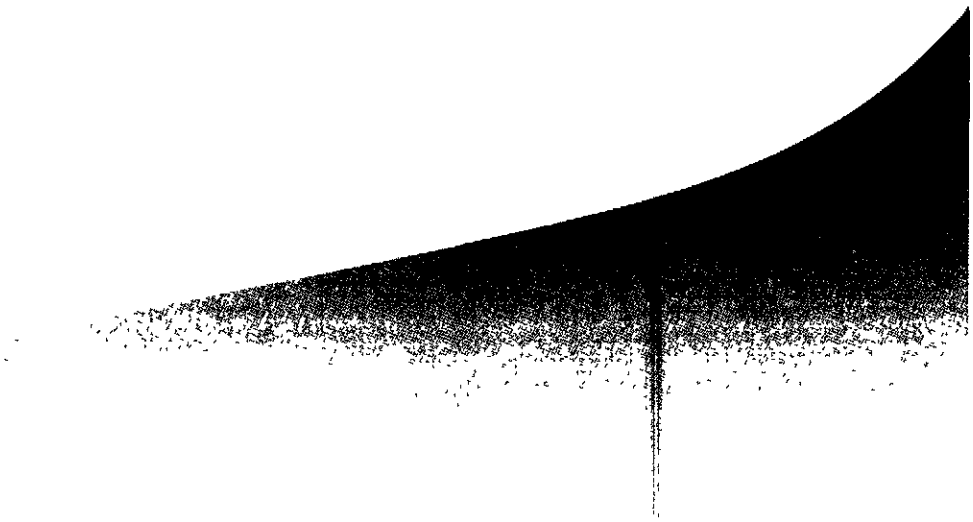


Table of Contents

A. Executive Summary

Capgemini will leverage a proven framework designed to assist the State of Oklahoma in increasing the value of its current and planned IT and telecommunications investments.

Capgemini Government Solutions LLC, a member of the Capgemini global family of companies ("Capgemini"), is pleased to respond to the Request for Proposal issued by the State of Oklahoma ("the State") for an Assessment, Study, Report and Plan.

Capgemini understands the positive impact that IT and telecommunications systems assessments have for organizations. We are a global provider of management consulting and IT services and a recognized industry leader. Capgemini has performed similar assessments for government and private organizations that align directly with the work outlined by the State in its solicitation. In fact, we have assisted more than **1,000** clients in the past 15 years, across **$150 billion** in annualized expenditures.

B. Understanding of State Needs

Capgemini understands that the State requires a comprehensive assessment and analysis of its information technology and telecommunications (ITC) systems. The State needs practical short- and long-term plans incorporating specific recommendations for modernization of its systems, infrastructure, and services. The **roadmap** defined during this project should lead to tangible cost savings and additional value added services for the citizens of the State. It should also detail recommendations for enhancing state-wide ITC capabilities by building a platform that will enable the quick and easy implementation of future services, confirm regulatory compliance, and improve user security, risk management, and continuity of operations. Based on our extensive experience conducting similar assessments for public sector clients, the State can anticipate achieving various benefits including (1) better management of its assets, (2) enhanced spend visibility across the enterprise, (3) standardized end user interfaces, (4) simplified ease of access, and (5) consistent ITC policies and controls.

Capgemini will review and analyze the State's extensive technology operations and costs to develop an **opportunity portfolio** defining initiatives designed to reduce cost, improve efficiency and increase quality and effectiveness based on two guiding principles—**ease of use** and **simplicity**. Capgemini estimates **additional cost savings opportunities**, above and beyond the 15%-20% target range, in the range of **20% to 25%**. This can be achieved through standardization, consolidation, modernization, simplification and innovative initiatives enabled by new hosting services, shared services models, and outsourcing. As an example of our ability to perform, we currently manage all software procurements for Her Majesty's Revenue and Customs Service (HMRC), which is the United Kingdom's equivalent of the IRS. Our efforts improved supplier management, data quality, and the strategic sourcing of IT components resulting in a nearly **15 percent reduction** in software and hardware costs last year.

C. Scope of Work

Capgemini will perform a comprehensive review and analysis of the State's Technology Operations and Costs. We will develop an **opportunity portfolio** to achieve cost reduction, improve efficiency and effectiveness to enable the provisioning of better services.

The State of Oklahoma has defined 16 large and medium sized agencies as candidates for automated data collection of the assets currently in use in support of each agencies mission. The State has agreed to utilize the BDNA tool recommended as an option in our RFP response dated July 14, 2010 to facilitate the collection of information relating to technology assets and to improve the accuracy of the data being collected. The decision

to automate the collection of 16 agencies reflects an increase from the originally proposed 10 agency/locations. The State of Oklahoma will provide Capgemini and BDNA resources secure, remote VPN access to the State agencies identified for automated data collection when it is available. If VPN access is not available, Capgemini and BDNA will be required to physically connect the BDNA tool behind the agency firewall. Remote access will allow the data to be collected remotely, increasing efficiency, lowering costs, and adding a level of flexibility to the collection schedule.

Oklahoma Office of State Finance and the Office of the CIO, have requested that Capgemini examine potential alternatives to the data collection effort that might allow efforts to be shifted to the State of Oklahoma resources or scope reductions to be considered in an effort as a means to reduce the overall cost of performance, resulting in a lower price to the State. Capgemini has reviewed the proposal submitted and provides the alternatives to accommodate this request.

The remaining 114 agencies, Onenet and 33 Universities will be part of a manual data collection process which will be handled through surveys, questionnaires and interview processes. Capgemini, with assistance from the State of Oklahoma, will be responsible for the creation of the surveys, questionnaires and other tools that may be required in the collection and assembly of the data to support this study. Capgemini, with the assistance from the State of Oklahoma's resources, will be responsible for executing the following tasks:

- Distribution of surveys and questionnaires to State designated points of contact
- Follow-up with State designated points of contact to promote compliance and timely submission of responses
- Collection of response data from State designated points of contact
- Deliver the response data collected to the Capgemini team for integration with the data collected using the BDNA tool to provide an enterprise collection of IT Assets and associated data

Capgemini will be responsible for the integration of the manual data collected into an enterprise repository.

The Capgemini team will provide periodic reports, no less frequently than weekly and more frequently as may be required, on the ongoing execution and status of the collection process, including a list of agencies that have not complied with the requested information within the prescribed time period.

In order to maintain the program schedule, the State of Oklahoma and Capgemini have agreed to establish a time frame of **(TBD)** business days in which to conduct data collection efforts. Periodically throughout the data collection process, Capgemini and the State of Oklahoma, will jointly assess the status of the data collection progress and mutually agree if the data collected represents a sufficient sampling of State Agencies to adequately conduct the remainder of the study. In the event the data collection process needs to be extended, the State of Oklahoma and Capgemini will jointly assess the impact an extension will have on the remaining project schedule. If it is anticipated an extension will have a material impact on the remaining schedule or effort required, a change order may be requested to mitigate the impact.

The State will provide to Capgemini, collected data for the purpose of integrating the data collected manually with the automated data collected in order to provide a single repository for all enterprise assets. Capgemini will then base its assessments and recommendations on such data as may be timely submitted by the agencies in response to the State's data collection efforts. Failure of agencies to respond to data collection efforts as described herein, and upon approval from the State of Oklahoma, may be omitted from this study, which may limit the opportunities for achieving the cost savings as defined within this study.

Areas of technology considered in-scope and subject to the data collection efforts are outlined in the State of Oklahoma Solicitation document titled - Assessment Study, Report and Plan - section "C" dated June 18, 2010.

Our assessment will include all relevant operations. We expect current technology savings across the State to be in the range of 15%-20% range. These savings will be identified by looking across core technology infrastructure and operations. This includes costs related to facilities, equipment, software, labor, third party services, and maintenance. During the course of this engagement, the project team will look for immediate savings opportunities and report identified opportunities for these potential savings to the executive sponsors for validation and potential execution in advance of the final report out.

Capgemini estimates additional cost savings opportunities, beyond the 15%-20% target range, in the range of 20% to 25% can be achieved through aggressive actions related to consolidation, virtualization, shared-services, and outsourcing of targeted commodity functions to eliminate duplication and create agency-wide efficiencies. We will document these opportunities as part of our overall analysis and make recommendations related to short-term (immediate to 2 years), mid-term (2 to 5 years), and long-term (5 to 10 years) initiatives to promote these benefits.

C.1 Data Network and Telecom Assessment

Our plan of action is to design and develop the data collection survey and questionnaires to gather information required to define the baseline environment. The intent of the questionnaires is to scope out and define the current inventory of network and telecom assets, the network capacity, connectivity, architecture, size, traffic, application and operating cost. State will supply detail speeds and feeds information and circuit information to Capgemini. This information will be included in the analysis phase of the project. Please note that the data network and telecom survey and questionnaires are intended to be part of the enterprise survey, questionnaire and data collection process.

The following is a **representative sample** of the types of questions typically asked and the type of data normally captured through the survey and questionnaire process related to data and telecom networks. This will be tailored to capture the specific needs of the State of Oklahoma in order to insure the proper level of details are captured that can drive cost savings and service level improvements during the analysis and roadmap phase.

- Who are the current service providers
- What services do they provide
- What is the current cost for these services (operating and support cost) i.e. monthly billing
- What are the existing Service Level Agreements (SLAs)
- What is the current volume of traffic on the network (Utilization and Capacity Metrics for all telecom and data network)
- Who are the current users of these services
- What is the current service model
- List of current users, equipment and interface on each legacy LAN
- What type of traffic is on the current network i.e. Time Division multiples (TDM) and/or IP/Ethernet
- Define the critical network infrastructure - its uses, applications and services
- What is the disaster recovery plan for this infrastructure
- Utilization and Capacity Metrics for all telecom and data network
- Describe all OneNet Services Used
    - POTS / VoIP / DSL / T1 / DS3 / Wireless services

  - Any other services provided by OneNet
- Define & Describe All Customer Premise Equipment (CPE) including number of stations and all trunking
  - iPBX / PBX / Key Systems / Phones / Videoconferencing
  - Wireless devices / One Net Routers
- Define & Describe Main CPE Per Location
  - Switch room layout / Closets (if applicable) / Patch Panels
- Define & Describe all Trunking Configurations
  - Number Inbound / Outbound Trunks &Trunk Types
  - DID Trunks
  - Specialized Circuits

On completion of the survey and data collection process the State will provide the data to Capgemini in an electronic, Excel spreadsheet format.

At that point, Capgemini will begin its analysis of the current telecom network. This will be followed by a **conceptual architectural** design of the improvements and what the future network may look like. Discussions are required with critical stakeholders to ensure all needed business rules, policies and standards are considered in the design for the future network. These discussions will also include service providers i.e. various telecommunications and media service providers.

C.2 Representative Sample of Reports (Data and Telecom Networks):

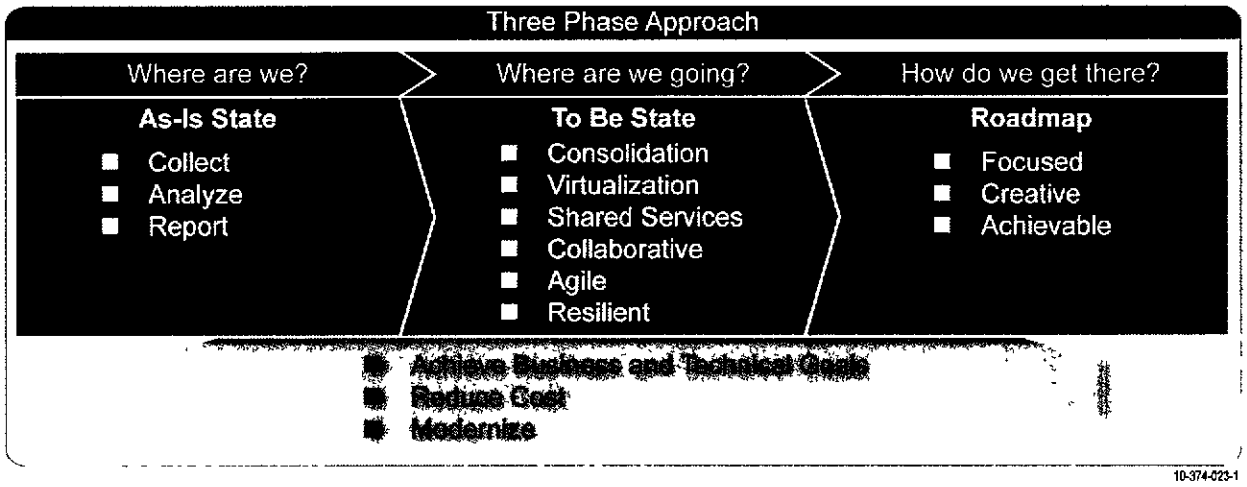
Based upon the information provided by the State following its data collection and integration efforts, the development of following types of reports should be possible:

- Inventory of telecom and data network assets (by vendor / location)
- Baseline of telecom and data network operating and support costs
- Assessment Report of current functioning and effectiveness of WAN (capacity / utilization etc.)
- Recommendations for short term and intermediate changes in structure, policies etc to achieve savings and efficiencies?
- Recommended profile of future improvements or telecom / data architectural model

C.3 Introduction to Our Approach

As illustrated in **Figure C-1**, Capgemini views this project in three primary tasks: **as-is**, **to-be**, and **roadmap**.

Figure C-1. Overall Project Approach

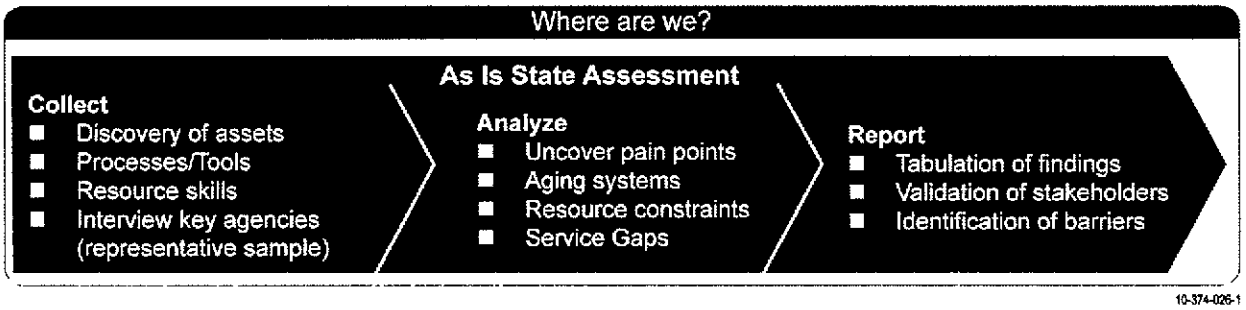


The future state is intended to be charactenzed by consolidation, enhancement, collaboration, and cost savings

C.3.1 Assessment and Report

The primary objective of our **as-is assessment** is to help the State collect, analyze, and document the current environment. **Figure C-2** presents the high-level assessment activities Capgemini recommends for this project.

Figure C-2. As-Is Assessment



*The assessment and report are squarely focused on the **as-is** state*

This includes an accurate accounting of users, sites, systems, infrastructure, software, contracts, costs, methodologies, tools, network, security and devices. Capgemini intends to uncover pain points, aging systems/processes, service gaps, and resource constraints. We will also validate the State's business and technology goals along with current user satisfaction to use as part of our success metrics.

C.3.2 Automated Data Collection Tool – BDNA and State's Responsibilities

The BDNA tool will be used to automate the asset discovery data collection efforts for 16 large and medium size agencies defined by the State of Oklahoma, Office of the CIO. There are preparations that will need to be tightly coordinated by the Office of the CIO and each agency identified to insure the data is collected in accordance with the project plan, specifically the number of days and hours allocated to data collection. Following the preparation checklist below, the State of Oklahoma shall ensure that all resources are deployed in a productive and efficient manner, allowing adherence to the project budget and schedules established. Each Agency identified by the State of Oklahoma will have approximately 2 days allocated to the scanning process. The scan process will operate continuously until the BDNA representative; believes all assets have been

properly captured. The scan schedule will be coordinated with each of the agencies and published within one week of the Project Start date so as to alert the agencies of impending action items, which should assist in promoting responsiveness.

C.3.2.1 *Agency Scan Preparation:*

To minimize potential delays, the Capgemini and BDNA collection team will attempt to keep ahead of the scanning process, by reviewing the pre-requisite scan set up information at least 1 business day in advance of the agencies scheduled scan date. This will provide the team with ample time to identify and correct missing, incomplete or inaccurate set up data. In the event an agency is not ready for the scan as per the scheduled plan, we will attempt to reschedule the agency at a later time and shift another agency into the vacated time slot.

Each Agency shall provide the BDNA collection team with the following information at least 1 business day in advance of their scheduled scan date:

- **Network Access** – Up to eight (8) static or non-expiring IP addresses for the BDNA Scan Appliances
- **Rout-able Access** – Agencies provide BDNA unfettered rout-able access to all devices on the network for the IP addresses assigned to the BDNA Appliances. This includes but is not limited to unobstructed access through packet shapers, firewalls, load balancer, access control lists, intrusion detection systems, and other such points or facilitators of access.
- **The Network Catalog** - The list of IP address exclusions and supporting metadata to be scanned.
- **Level 2 Credentials** - Logon credentials for all devices that require Level 2 Discovery.
- **Level 3 Credentials** - Logon credentials for all Applications that require Level 3 Discovery.
- **Work Space** – Agencies are to provide suitable workspace for data collection personnel and equipment including power and network access.

Note: Failure of the BDNA team to complete the data collection efforts for a particular agency will require that agency to be rescheduled as soon as practical. In the event we cannot complete the BDNA collection for a given agency as described herein, and upon approval from the State of Oklahoma, such agency may be omitted from this study, which may limit the opportunities for cost savings as defined within this study.

C.3.2.2 Manual Data Collection Process

The remaining 114 agencies, Onenet and 33 Universities will be part of the manual data collection process, comprised of surveys, questionnaires and interview processes. In order to maintain the program schedule, the State of Oklahoma and Capgemini have agreed to establish a time frame of **(TBD)** business days in which to conduct data collection efforts. Periodically throughout the data collection process, Capgemini and the State of Oklahoma, will jointly assess the status of the data collection progress and mutually agree if the data collected represents a sufficient sampling of State Agencies to adequately conduct the remainder of the study. In the event the data collection process needs to be extended, the State of Oklahoma and Capgemini will jointly assess the impact an extension will have on the remaining project schedule. If it is anticipated an extension will have a material impact on the remaining schedule or effort required, a change order may be requested to mitigate the impact.

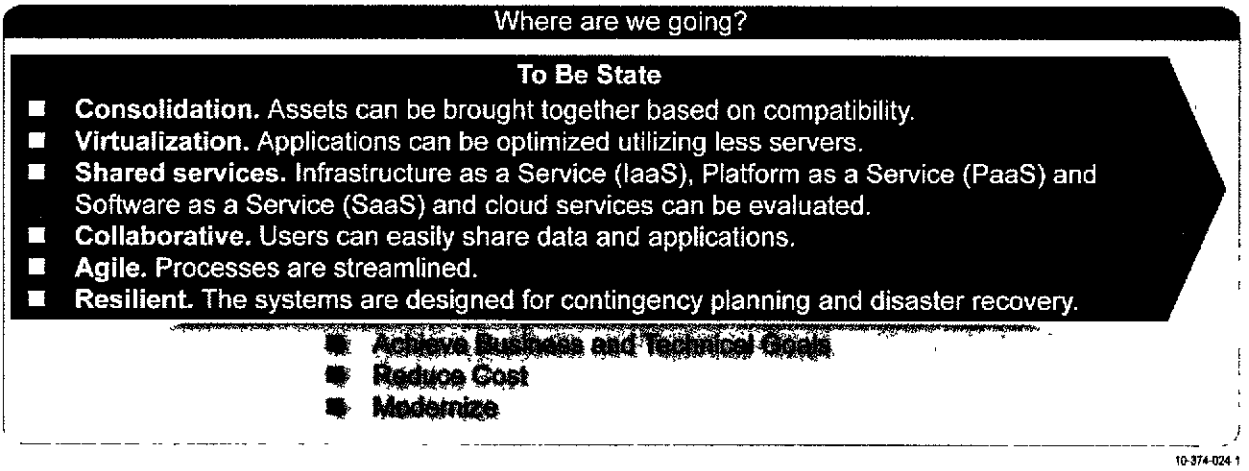
Capgemini will integrate the data collected through the manual collection process with the data collected using the BDNA automated collection process, in accordance with the Capgemini publish project schedule.

Capgemini will then base its assessments and recommendations on such data as may be provided by the State in accordance with the project schedule. Our analysis will be based upon the consolidated data provided by the State following its data collection efforts.

C.3.3 Strategic Plan and Roadmap

Figure C-3 presents the high-level planning activities Capgemini recommends for this project. This will include identifying the future state based upon our past experiences and leading practices. Our overall goals will be to design a **to-be** state that can be used by the State in the long-term (five to ten years) to prioritize and implement plug and play or incremental service additions. Our visioning will include recommendations relative to the infrastructure, user access, network, and services, as well as applications, organization structure, security, tools, contracts and value-added services. Capgemini will help the State identify which initiatives have been pursued by other States and localities.

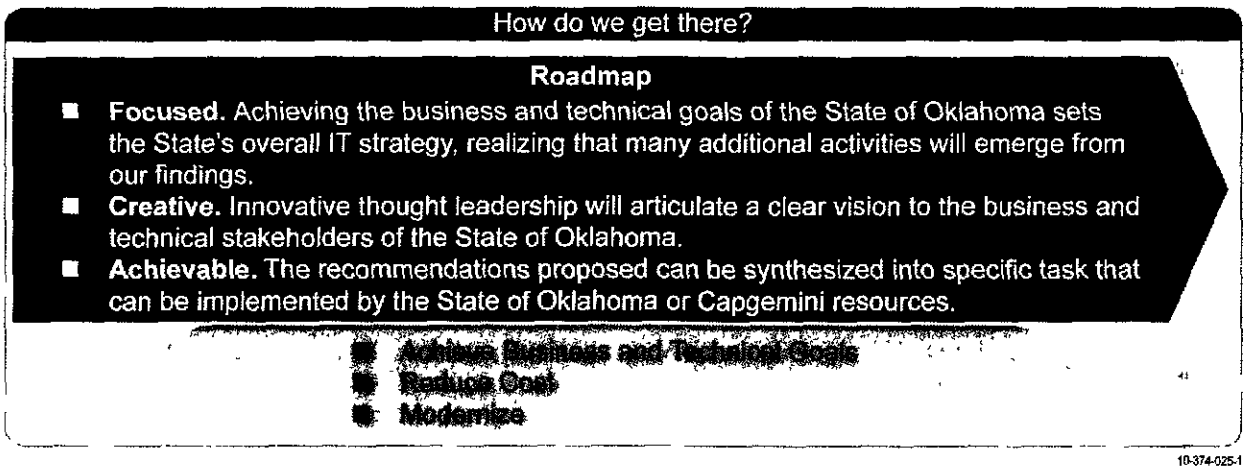
Figure C-3. To-Be Assessment



*The primary objective of the **to-be state** and **roadmap** phases is to build recommendations for a solid, innovative, impactful business and technology foundation for the State*

Figure C-4 presents the high-level roadmap development activities Capgemini recommends for this project. The goal is to identify low-risk, high-return initiatives that can be integrated with one another. The **roadmap** will enable the consolidation of distributed computing, data centers, servers, storage, applications, help desks, desk side support, duplicate tools, organizations, structure, and policies and procedures. Recommendations may include leading practices such as implementing shared services for finance and human resource activities, acquiring computing services based on need, and the provision self-service to as many IT services as possible. All of these initiatives, services, and applications will play an important role in this overall State transformation.

Figure C-4. Roadmap



Capgemini plans to take a structured approach to developing strategies that will establish a clear set of recommendations that will help the State achieve its goals

The **roadmap** is designed to be logically organized, focused and achievable at the most reasonable investment costs that can be achieved in the least amount of time.

C.3.4 Governance Workshops

IT governance is an executive management level activity that, when performed well, clarifies who holds the authority to make decisions, determines the accountability for actions and responsibility for outcomes, and addresses how expected performance will be evaluated. Most organizations accomplish IT governance by creating groups, such as steering committees, that bring the right parties together to make key decisions.

Enterprise-wide governance establishes, among other things, positive outcomes and expectations, mechanisms to improve customer satisfaction, design and development of new products/services, and market development—all areas where IT can make a significant contribution when all governance efforts are well coordinated.

Governing activities happen whether they are planned or not. Lack of planned governance processes can result in arbitrary goal setting and decision making, turf battles, and wasted resources from confused and conflicting efforts.

In order to quickly define a governance model for the State of Oklahoma and gain consensus among key constituents, Capgemini will conduct up to 4 facilitated workshops addressing the theme of Enterprise Wide - IT Governance. Workshop #1 will be comprised of representatives from the 18 agencies that represent the largest sized agencies as defined by the Office of the CIO. This workshop will host up to 40 active participants to establish the initial IT Governance Framework and Model. Workshops #2 and #3 will each host up to 40 active participants from different agencies of varying sizes, with participants being determined by the Office of the CIO based upon Capgemini's recommendations for appropriate functional and skill levels and experience levels of participants.. These workshops will use the framework and model defined in Workshop #1 to seek additional input, ideas and concepts that should be considered. Capgemini will assemble the input from these workshops and conduct the forth workshop with the original participants from workshop #1. The forth workshop will be to refine the IT Governance model, gain consensus and present the unified recommendations to the Office of the CIO for consideration, adoption and implementation.

D. Deliverables

The deliverables required to be produced by Capgemini and delivered to the State of Oklahoma, are outlined in the State of Oklahoma Solicitation document titled - Assessment Study, Report and Plan dated June 18, 2010.

Capgemini's deliverables for the Assessment and Report (As-Is State Phase) includes Mobilization and Analysis stages:

Mobilization (Stage 1) is characterized by:

- Develop objectives, principles, plans, check-lists, priorities, scope, teams and targets
- Accelerate project with Stakeholders workshops
- Accelerate project by analyzing and reviewing cost/benefit hypothesis

Analysis (Stage 2) is characterized by:

- Conduct current-state assessments of organization, operating model, business applications, projects, infrastructure and assets Quick-win and benefit identification
- Assessment of the synergies and overlap of different State entities
- Quick-win and benefit identification

Deliverable	Created in Stage	Description
Final Project Work plan	Mobilization	• Develop master document for scheduling Capgemini and State meetings, resources, and project deadlines
Meeting and Interview Schedule	Mobilization	• Schedule based on the project work plan and provides details for scheduling key client meetings for stakeholder interviews, project status, and other key meetings • Developed jointly by Capgemini and State
Cost Hypothesis Summary	Mobilization	• Executive understanding alignment and ownership of the scope of the project • Identify cost hypotheses from the State-wide perspective • Set imperative that significant operating expense savings must be implemented
Current State Total Cost of Ownership	Analysis	• Raw assessment of current cost structure by division, by geography, and by functional area • Current-state assessments of organization, operating model, business applications, projects, infrastructure, and assets to include all internal and external costs
Benchmark Comparison of Cost and Operating Structure	Analysis	• Benchmark of costs and operating structure based on leading approach and industry median
Quick Wins and Benefit Identification	Analysis	• Analysis of initial costs savings hypotheses, opportunities, and the benefits associated with them

Once the tasks are completed above, Capgemini will build a report that will focus on the aspects of the Assessment and Report (As-Is State).

Typical information that would in the report would include:

- How the discovery was performed
- Consolidation objectives and principals
- As-Is State results
- Consolidation opportunities
- General thinking and impressions
- Framework objectives for consolidation
- Methodology
- Stakeholder roles revisited
- Review of Schedule
- Gaps and concerns
- Forward plan for Phases 2 and 3

Capgemini's deliverables for the Visionary and Roadmap phases include Design, Iterate and Validate, Roadmap and a Strategic Plan which will be created in the preliminary draft report and final report.

Design (Stage 3) is characterized by:

- Develop future-state hypothesis(s) for organization, operating model, application portfolio, data center/network and infrastructure to support objectives
- Develop recommended initiatives to close gaps
- Develop Benefits Case

Iterate and Validate (Stage 4) is characterized by:

- Conduct Stakeholder workshop to evaluate and validate future-state hypothesis(s)
- Review with key stakeholders to gain buy-in and ownership

Roadmap and Strategic Plan (Stage 5) is characterized by:

- Develop Roadmap and Blueprint
- Classify initiatives into Immediate, Synergy, and Optimization
- Refine Benefits Case and finalize Realization Framework
- Generate the preliminary draft report

Generate the final report

Future State Opportunity and Blueprint	Design	• A future-state hypothesis for organization, operating model, application portfolio, data center/network and infrastructure to support objectives • Develop recommended initiatives to close gaps.

Business Case	Design	• Summary of investment required, hi-level project plan, future state operating/support structure, dependencies/ constraints, future state service levels/performance metrics, key activities for implementation and risk mitigation, non-financial risks and benefits, and ROI • Include opportunities and impacts to the business resulting from changes to underlying systems and technologies
Action Plan	Iterate and Validate	• Evaluate and validate future-state hypotheses. • Review with key stakeholders to gain buy-in and ownership (ASE) • Action plan and prioritization of **opportunity portfolio**
Roadmap and Blueprint	Roadmap and Strategic Plan	• Propose future state support and delivery models • Integrated plan of short-term (1-2 years), mid-term (2-5 years) and long-term (5-10 years) opportunities with associated benefits • Create timeline that acts as a backbone for the implementation plan.
Transformation and Change Management Plan	Roadmap and Strategic Plan	Approach to structure teams and resources to improve value capture
Generate Preliminary Report	Roadmap and Strategic Plan	Develop and deliver report for State to evaluate for review
Generate Final Report	Roadmap and Strategic Plan	Develop and deliver final report for State

E. Proposed Project Schedule Weeks 1 -7

Based on the anticipated start date of August 30, 2010 for this project, and assuming the anticipated levels of participation and cooperation from the State as described in our proposal documents, Capgemini can commit to delivering the first draft report to the State of Oklahoma no later than December 10, 2010. We recognize this is approximately 1 ½ weeks beyond the original date requested in the RFP. This does not impact cost.

Capgemini will keep project resources on-call and available to the State of Oklahoma for the purpose of clarifying and finalizing the recommendations contained in the preliminary draft report, until March 15, 2011. Key resources will also be available to participate in the final report delivery and presentation to State Officials through March 15, 2011and is included in our price.

The IT consolidation effort includes three major phases:

- As-Is State
- To Be
- Roadmap

Assessment and Report (As-Is State) – Several specific activities occur during this phase mostly centered on discovery of data.

Strategic Plan and Roadmap (To Be and Roadmap) – Several specific activities occur during this phase. They are primarily centered on the analysis of the data collected in Phase 1 to build the Strategic Plan for the preliminary draft report and final report. The primary functions in this phase are to provide the business and architectural strategy plans to the State with a clear plan on how to move to methodical, structured approach to implement these recommendations.

The following draft work plan is intended to provide the State of Oklahoma with additional task level details and time frames covering the weeks 1 through 7 of this engagement indicating Capgemini's level of readiness to undertake this project. These weeks are the critical weeks that involved the data collection activities, both the manual and automated collection processes, that will serve as the baseline inventory of assets, costs, services and other critical information that defines the "As-Is" state. It is this baseline inventory of assets, costs and services that will be analyzed to identify short term (immediate – 2 years) cost savings as well as longer term (2 – 5 years) saving opportunities that can be achieved through waste/redundancy elimination, data center consolidation or other common application and supporting service consolidation and other IT transformational techniques. Having an accurate and representative baseline of the current state, will determine the short term and long term savings potential and provide the roadmap on the future state and benefits. Please be advised that this plan is a draft and will be modified based on availability of schedules and new elements that may be identified. Although this draft project plan identifies 18 agencies for automated data collection using the BDNA tool, this plan will be adjusted based on the 16 agencies that will be identified. This project plan frames out the first 7 weeks covering the data collection process and the documentation of the "As-Is" environment and start of the analysis phase.

The project plan will be fully developed and expanded to cover the full scope and critical tasks required to delivery this engagement. The full plan will require Capgemini to partner with the State of Oklahoma to provide guidance, assistance and approval for the complete plan. In jointly building out the plan, resources will be defined along with their sourcing organization (Capgemini or State of Oklahoma).

One of the first tasks in the proposed plan will be to set up the Program Management Office (PMO). This process will require input from the State of Oklahoma to establish the meeting and status reporting cadence necessary to keep the key stakeholders apprised of our progress.

The following plan is only a representative time line reflecting activities that would take place during the first 7 weeks of this project. This starting point needs to be rationalized with the State of Oklahoma and adjusted based on the State's current work and resource load.

This draft is not intended to serve as a final project or resource plan.

ID	Task Name	Duration	Start	Finish	'10 M
1	**1.0 Phase 1 "As-Is" Documentation**	**5 days**	**Mon 8/30/10**	**Fri 9/3/10**	
2	**1.1.0 Stage 1 - Mobilization - Week 1**	**5 days**	**Mon 8/30/10**	**Fri 9/3/10**	
3	1.1.01 Set Up PMO / Establish Operatng / Issue & Risk Tracking / Status Reporting & Communication Plan	5 days	Mon 8/30/10	Fri 9/3/10	
4	1.1.02 Rapid Start - Team Roles / Responsibilities / Work Place Onentation / Administrative Issues	5 days	Mon 8/30/10	Fri 9/3/10	
5	1.1 03 Acquire & Confirm Agency Contact Information - All 130 Agencies	5 days	Mon 8/30/10	Fri 9/3/10	
6	1 1 04 Acquire Overview of State of Oklahoma Agency / Missions / Services etc	5 days	Mon 8/30/10	Fri 9/3/10	
7	1.1 05 Determine & Confirm Project Scope with Team	5 days	Mon 8/30/10	Fri 9/3/10	
8	1 1 06 Define Project Goals / Objectives / Deliverables and Time Line	5 days	Mon 8/30/10	Fri 9/3/10	
9	1 1.07 Define Stakholders & Team Roles	5 days	Mon 8/30/10	Fri 9/3/10	
10	1.1.08 Define Constraints And Conditions Of Assignment	5 days	Mon 8/30/10	Fri 9/3/10	
11	1.1.09 Prepare Kickoff Session Materials / Expectations	5 days	Mon 8/30/10	Fri 9/3/10	
12	1.1 10 Kickoff Meetng Participants Identified and Scheduled	5 days	Mon 8/30/10	Fri 9/3/10	
13	1.1 11 Define BDNA Collection Preparations	5 days	Mon 8/30/10	Fri 9/3/10	
14	1.1 12 Conduct Executive Session Kickoff	5 days	Mon 8/30/10	Fri 9/3/10	
15	1.1 13 Define Survey & Questionaires	5 days	Mon 8/30/10	Fri 9/3/10	
16	1 1.14 Set Up Survey / Questionaire Tracking & Reporting Process	5 days	Mon 8/30/10	Fri 9/3/10	
17	**2.1 "As-Is" Data Collection & Workshop - Weeks 2 thru 7**	**29 days?**	**Tue 9/7/10**	**Fri 10/15/10**	
18	2.1 01 Distribute Surveys and Questionaires to All Agencies	2 days	Tue 9/7/10	Wed 9/8/10	
19	2.1.02 Confirm Distribution - Resolve Anomolies / Support Agency Questions & Issues	4 days	Tue 9/7/10	Fri 9/10/10	
20	**2.2.0 Enterprise Governance Workshop Preparation & Execution**	**21 days**	**Tue 9/7/10**	**Tue 10/5/10**	
21	2.2.01 Enterprise Governance Workshop Preparation	4 days	Tue 9/7/10	Fri 9/10/10	
22	2.2.02 Conduct Workshop # 1 - IT Goverance Model	2 days	Tue 9/14/10	Wed 9/15/10	
23	2.2.03 Conduct Workshop # 2 - IT Goverance Model	2 days	Tue 9/21/10	Wed 9/22/10	
24	2.2.04 Conduct Workshop # 3 - IT Goverance Model	2 days	Thu 9/23/10	Fri 9/24/10	
25	2.2.05 Consolidate Workshop Results - Prep for Workshop # 4	2 days	Mon 9/27/10	Tue 9/28/10	
26	2.2.6 Conduct Workshop # 4 - IT Goverance Model	2 days	Wed 9/29/10	Thu 9/30/10	
27	2.2.07 Consolidate & Finalize Workshop Results	3 days	Fri 10/1/10	Tue 10/5/10	
28	**2.3.0 BDNA Agency Data Collection**	**27 days?**	**Tue 9/7/10**	**Wed 10/13/10**	
29	**2.3.01 DHS - BDNA Data Collection Scan**	**2 days**	**Tue 9/7/10**	**Wed 9/8/10**	
30	2.3.01 01 Acquire Completed BDNA Checklist & Parameters from DHS	0 days	Tue 9/7/10	Tue 9/7/10	
31	2.3.01.02 Install BDNA Scanning Equipment at Agency Location	1 day	Tue 9/7/10	Tue 9/7/10	
32	2.3.01.03 Confirm Capture Parameters (Level 1 / Level 2 / Level 3 Credentials)	1 day	Tue 9/7/10	Tue 9/7/10	
33	2.3.01.04 Start Agency Data Collection Scan	2 days	Tue 9/7/10	Wed 9/8/10	
34	2.3.01.05 Validate and Monitor Scan and Collection Process	2 days	Tue 9/7/10	Wed 9/8/10	
35	2.3.01.06 Terminate Capture Process / Validate and Backup Data	1 day	Wed 9/8/10	Wed 9/8/10	
36	2.3.01.07 Disconnect BDNA Scanning Equip and Pack Up	1 day	Wed 9/8/10	Wed 9/8/10	
37	2.3.01 08 Acquire Completed BDNA Checklist & Parameters from OESC (next Agency)	1 day	Wed 9/8/10	Wed 9/8/10	
38	**2.3.02 OESC - BDNA Data Collection Scan**	**2 days**	**Thu 9/9/10**	**Fri 9/10/10**	

ID	Task Name	Duration	Start	Finish	'10 M
39	2.3.02.01 Validate Completed BDNA Checklist & Parameters from OESC	1 day	Thu 9/9/10	Thu 9/9/10	
40	2.3.02.02 Install BDNA Scanning Equipment at Agency Location	1 day	Thu 9/9/10	Thu 9/9/10	
41	2.3.02.03 Confirm Capture Parameters (Level 1 / Level 2 / Level 3 Credentials)	1 day	Thu 9/9/10	Thu 9/9/10	
42	2.3.02.04 Start Agency Data Collection Scan	2 days	Thu 9/9/10	Fri 9/10/10	
43	2.3.02.05 Validate and Monitor Scan and Collection Process	2 days	Thu 9/9/10	Fri 9/10/10	
44	2.3.02.06 Terminate Capture Process / Validate and Backup Data	1 day	Fri 9/10/10	Fri 9/10/10	
45	2.3.02.07 Disconnect BDNA Scanning Equip and Pack Up	1 day	Fri 9/10/10	Fri 9/10/10	
46	2.3.02.08 Acquire Completed BDNA Checklist & Parameters fromOSF (next Agency)	1 day	Fri 9/10/10	Fri 9/10/10	
47	**2.3.03 OSF - BDNA Data Collection Scan**	**1 day**	**Mon 9/13/10**	**Mon 9/13/10**	
48	2.3.03.01 Validate Completed BDNA Checklist & Parameters from OSF	1 day	Mon 9/13/10	Mon 9/13/10	
49	2.3.03.02 Install BDNA Scanning Equipment at Agency Location	0 days	Mon 9/13/10	Mon 9/13/10	
50	2.3.03.03 Confirm Capture Parameters (Level 1 / Level 2 / Level 3 Credentials)	0 days	Mon 9/13/10	Mon 9/13/10	
51	2.3.03.04 Start Agency Data Collection Scan	0 days	Mon 9/13/10	Mon 9/13/10	
52	2.3.03.05 Validate and Monitor Scan and Collection Process	0 days	Mon 9/13/10	Mon 9/13/10	
53	2.3.03.06 Terminate Capture Process / Validate and Backup Data	0 days	Mon 9/13/10	Mon 9/13/10	
54	2.3.03.07 Disconnect BDNA Scanning Equip and Pack Up	0 days	Mon 9/13/10	Mon 9/13/10	
55	2.3.03.08 Acquire Completed BDNA Checklist & Parameters fromOklahoma Tac Comm (next Agency)	0 days	Mon 9/13/10	Mon 9/13/10	
56	**2.3.04 Oklahoma Tac Comm - BDNA Data Collection Scan**	**1 day**	**Tue 9/14/10**	**Tue 9/14/10**	
57	2.3.04.01 Validate Completed BDNA Checklist & Parameters from Oklahoma Tac Comm	0 days	Tue 9/14/10	Tue 9/14/10	
58	2.3.04.02 Install BDNA Scanning Equipment at Agency Location	0 days	Tue 9/14/10	Tue 9/14/10	
59	2.3.04.03 Confirm Capture Parameters (Level 1 / Level 2 / Level 3 Credentials)	0 days	Tue 9/14/10	Tue 9/14/10	
60	2.3.04.04 Start Agency Data Collection Scan	0 days	Tue 9/14/10	Tue 9/14/10	
61	2.3.04.05 Validate and Monitor Scan and Collection Process	1 day	Tue 9/14/10	Tue 9/14/10	
62	2.3.04.06 Terminate Capture Process / Validate and Backup Data	0 days	Tue 9/14/10	Tue 9/14/10	
63	2.3.04.07 Disconnect BDNA Scanning Equip and Pack Up	0 days	Tue 9/14/10	Tue 9/14/10	
64	2.3.04.08 Acquire Completed BDNA Checklist & Parameters from Dept of Transportation (next Agency)	0 days	Tue 9/14/10	Tue 9/14/10	
65	**2.3.05 Dept of Transportation - BDNA Data Collection Scan**	**2 days?**	**Wed 9/15/10**	**Thu 9/16/10**	
66	2.3.05.01 Validate Completed BDNA Checklist & Parameters from Department of Transportation	1 day?	Wed 9/15/10	Wed 9/15/10	
67	2.3.05.02 Install BDNA Scanning Equipment at Agency Location	1 day?	Wed 9/15/10	Wed 9/15/10	
68	2.3.05.03 Confirm Capture Parameters (Level 1 / Level 2 / Level 3 Credentials)	1 day?	Wed 9/15/10	Wed 9/15/10	
69	2.3.05.04 Start Agency Data Collection Scan	2 days	Wed 9/15/10	Thu 9/16/10	
70	2.3.05.05 Validate and Monitor Scan and Collection Process	2 days	Wed 9/15/10	Thu 9/16/10	
71	2.3.05.06 Terminate Capture Process / Validate and Backup Data	1 day?	Wed 9/15/10	Wed 9/15/10	
72	2.3.05.07 Disconnect BDNA Scanning Equip and Pack Up	1 day?	Wed 9/15/10	Wed 9/15/10	
73	2.3.05.08 Acquire Completed BDNA Checklist & Parameters from Corrections (next Agency)	1 day?	Wed 9/15/10	Wed 9/15/10	
74	**2.3.06 Corrections - BDNA Data Collection Scan**	**2 days**	**Fri 9/17/10**	**Mon 9/20/10**	
75	2.3.06.01 Validate Completed BDNA Checklist & Parameters from Corrections	1 day	Fri 9/17/10	Fri 9/17/10	
76	2.3.06.02 Install BDNA Scanning Equipment at Agency Location	1 day	Fri 9/17/10	Fri 9/17/10	

ID	Task Name	Duration	Start	Finish	'10 M
77	2.3.06.03 Confirm Capture Parameters (Level 1 / Level 2 / Level 3 Credentials)	1 day	Fri 9/17/10	Fri 9/17/10	
78	2.3.06.04 Start Agency Data Collection Scan	2 days	Fri 9/17/10	Mon 9/20/10	
79	2.3.06.05 Validate and Monitor Scan and Collection Process	2 days	Fri 9/17/10	Mon 9/20/10	
80	2.3.06.06 Terminate Capture Process / Validate and Backup Data	1 day	Mon 9/20/10	Mon 9/20/10	
81	2.3.06.07 Disconnect BDNA Scanning Equip and Pack Up	1 day	Mon 9/20/10	Mon 9/20/10	
82	2.3.06.08 Acquire Completed BDNA Checklist & Parameters from Health (next Agency)	1 day	Mon 9/20/10	Mon 9/20/10	
83	**2.3.07 Health - BDNA Data Collection Scan**	**2 days**	**Tue 9/21/10**	**Wed 9/22/10**	
84	2.3.07.01 Validate Completed BDNA Checklist & Parameters from Health	1 day	Tue 9/21/10	Tue 9/21/10	
85	2.3.07.02 Install BDNA Scanning Equipment at Agency Location	1 day	Tue 9/21/10	Tue 9/21/10	
86	2.3.07.03 Confirm Capture Parameters (Level 1 / Level 2 / Level 3 Credentials)	1 day	Tue 9/21/10	Tue 9/21/10	
87	2.3.07.04 Start Agency Data Collection Scan	2 days	Tue 9/21/10	Wed 9/22/10	
88	2.3.07.05 Validate and Monitor Scan and Collection Process	2 days	Tue 9/21/10	Wed 9/22/10	
89	2.3.07.06 Terminate Capture Process / Validate and Backup Data	1 day	Wed 9/22/10	Wed 9/22/10	
90	2.3.07.07 Disconnect BDNA Scanning Equip and Pack Up	1 day	Wed 9/22/10	Wed 9/22/10	
91	2.3.07.08 Acquire Completed BDNA Checklist & Parameters from DPS (next Agency)	1 day	Wed 9/22/10	Wed 9/22/10	
92	**2.3.08 DPS - BDNA Data Collection Scan**	**2 days**	**Thu 9/23/10**	**Fri 9/24/10**	
93	2.3.08.01 Validate Completed BDNA Checklist & Parameters from DPS	1 day	Thu 9/23/10	Thu 9/23/10	
94	2.3.08.02 Install BDNA Scanning Equipment at Agency Location	1 day	Thu 9/23/10	Thu 9/23/10	
95	2.3.08.03 Confirm Capture Parameters (Level 1 / Level 2 / Level 3 Credentials)	1 day	Thu 9/23/10	Thu 9/23/10	
96	2.3.08.04 Start Agency Data Collection Scan	2 days	Thu 9/23/10	Fri 9/24/10	
97	2.3.08.05 Validate and Monitor Scan and Collection Process	2 days	Thu 9/23/10	Fri 9/24/10	
98	2.3.08.06 Terminate Capture Process / Validate and Backup Data	1 day	Fri 9/24/10	Fri 9/24/10	
99	2.3.08.07 Disconnect BDNA Scanning Equip and Pack Up	1 day	Fri 9/24/10	Fri 9/24/10	
100	2.3.08.08 Acquire Completed BDNA Checklist & Parameters from OSBI (next Agency)	1 day	Fri 9/24/10	Fri 9/24/10	
101	**2.3.09 OSBI - BDNA Data Collection Scan**	**1 day**	**Mon 9/27/10**	**Mon 9/27/10**	
102	2.3.09.01 Validate Completed BDNA Checklist & Parameters from OSBI	1 day	Mon 9/27/10	Mon 9/27/10	
103	2.3.09.02 Install BDNA Scanning Equipment at Agency Location	1 day	Mon 9/27/10	Mon 9/27/10	
104	2.3.09.03 Confirm Capture Parameters (Level 1 / Level 2 / Level 3 Credentials)	1 day	Mon 9/27/10	Mon 9/27/10	
105	2.3.09.04 Start Agency Data Collection Scan	1 day	Mon 9/27/10	Mon 9/27/10	
106	2.3.09.05 Validate and Monitor Scan and Collection Process	1 day	Mon 9/27/10	Mon 9/27/10	
107	2.3.09.06 Terminate Capture Process / Validate and Backup Data	1 day	Mon 9/27/10	Mon 9/27/10	
108	2.3.09.07 Disconnect BDNA Scanning Equip and Pack Up	1 day	Mon 9/27/10	Mon 9/27/10	
109	2.3.09.08 Acquire Completed BDNA Checklist & Parameters from Mental Health (next Agency)	1 day	Mon 9/27/10	Mon 9/27/10	
110	**2.3.10 Mental Health - BDNA Data Collection Scan**	**2 days**	**Tue 9/28/10**	**Wed 9/29/10**	
111	2.3.10.01 Validate Completed BDNA Checklist & Parameters from Mental Health	1 day	Tue 9/28/10	Tue 9/28/10	
112	2.3.10.02 Install BDNA Scanning Equipment at Agency Location	1 day	Tue 9/28/10	Tue 9/28/10	
113	2.3.10.03 Confirm Capture Parameters (Level 1 / Level 2 / Level 3 Credentials)	1 day	Tue 9/28/10	Tue 9/28/10	
114	2.3.10.04 Start Agency Data Collection Scan	2 days	Tue 9/28/10	Wed 9/29/10	

ID	Task Name	Duration	Start	Finish	'10 M
115	2.3.10.05 Validate and Monitor Scan and Collection Process	2 days	Tue 9/28/10	Wed 9/29/10	
116	2.3.10.06 Terminate Capture Process / Validate and Backup Data	1 day	Wed 9/29/10	Wed 9/29/10	
117	2.3.10.07 Disconnect BDNA Scanning Equip and Pack Up	1 day	Wed 9/29/10	Wed 9/29/10	
118	2.3.10.08 Acquire Completed BDNA Checklist & Parameters from Corp Commission (next Agency)	1 day	Wed 9/29/10	Wed 9/29/10	
119	**2.3.11 Corp Commission - BDNA Data Collection Scan**	**1 day**	**Thu 9/30/10**	**Thu 9/30/10**	
120	2.3.11.01 Validate Completed BDNA Checklist & Parameters from Corp Commission	1 day	Thu 9/30/10	Thu 9/30/10	
121	2.3.11.02 Install BDNA Scanning Equipment at Agency Location	1 day	Thu 9/30/10	Thu 9/30/10	
122	2.3.11.03 Confirm Capture Parameters (Level 1 / Level 2 / Level 3 Credentials)	1 day	Thu 9/30/10	Thu 9/30/10	
123	2.3.11.04 Start Agency Data Collection Scan	1 day	Thu 9/30/10	Thu 9/30/10	
124	2.3.11.05 Validate and Monitor Scan and Collection Process	1 day	Thu 9/30/10	Thu 9/30/10	
125	2.3.11.06 Terminate Capture Process / Validate and Backup Data	1 day	Thu 9/30/10	Thu 9/30/10	
126	2.3.11.07 Disconnect BDNA Scanning Equip and Pack Up	1 day	Thu 9/30/10	Thu 9/30/10	
127	2.3.11.08 Acquire Completed BDNA Checklist & Parameters from Rehabilitation (next Agency)	1 day	Thu 9/30/10	Thu 9/30/10	
128	**2.3.12 Rehabilitation - BDNA Data Collection Scan**	**1 day**	**Fri 10/1/10**	**Fri 10/1/10**	
129	2.3.12.01 Validate Completed BDNA Checklist & Parameters from Rehabilitation	1 day	Fri 10/1/10	Fri 10/1/10	
130	2.3.12.02 Install BDNA Scanning Equipment at Agency Location	1 day	Fri 10/1/10	Fri 10/1/10	
131	2.3.12.03 Confirm Capture Parameters (Level 1 / Level 2 / Level 3 Credentials)	1 day	Fri 10/1/10	Fri 10/1/10	
132	2.3.12.04 Start Agency Data Collection Scan	1 day	Fri 10/1/10	Fri 10/1/10	
133	2.3.12.05 Validate and Monitor Scan and Collection Process	1 day	Fri 10/1/10	Fri 10/1/10	
134	2.3.12.06 Terminate Capture Process / Validate and Backup Data	1 day	Fri 10/1/10	Fri 10/1/10	
135	2.3.12.07 Disconnect BDNA Scanning Equip and Pack Up	1 day	Fri 10/1/10	Fri 10/1/10	
136	2.3.12.08 Acquire Completed BDNA Checklist & Parameters from Regents (One Net) (next Agency)	1 day	Fri 10/1/10	Fri 10/1/10	
137	**2.3.13 Regents (Onennet) - BDNA Data Collection Scan**	**1 day**	**Mon 10/4/10**	**Mon 10/4/10**	
138	2.3.13.01 Validate Completed BDNA Checklist & Parameters from Regents (One Net)	1 day	Mon 10/4/10	Mon 10/4/10	
139	2.3.13.02 Install BDNA Scanning Equipment at Agency Location	1 day	Mon 10/4/10	Mon 10/4/10	
140	2.3.13.03 Confirm Capture Parameters (Level 1 / Level 2 / Level 3 Credentials)	1 day	Mon 10/4/10	Mon 10/4/10	
141	2.3.13.04 Start Agency Data Collection Scan	1 day	Mon 10/4/10	Mon 10/4/10	
142	2.3.13.05 Validate and Monitor Scan and Collection Process	1 day	Mon 10/4/10	Mon 10/4/10	
143	2.3.13.06 Terminate Capture Process / Validate and Backup Data	1 day	Mon 10/4/10	Mon 10/4/10	
144	2.3.13.07 Disconnect BDNA Scanning Equip and Pack Up	1 day	Mon 10/4/10	Mon 10/4/10	
145	2.3.13.08 Acquire Completed BDNA Checklist & Parameters from Veterans Affairs (next Agency)	1 day	Mon 10/4/10	Mon 10/4/10	
146	**2.3.14 Veterans Affairs - BDNA Data Collection Scan**	**2 days**	**Tue 10/5/10**	**Wed 10/6/10**	
147	2.3.14.01 Validate Completed BDNA Checklist & Parameters fromVeterans Affairs (One Net)	1 day	Tue 10/5/10	Tue 10/5/10	
148	2.3.14.02 Install BDNA Scanning Equipment at Agency Location	1 day	Tue 10/5/10	Tue 10/5/10	
149	2.3.14.03 Confirm Capture Parameters (Level 1 / Level 2 / Level 3 Credentials)	1 day	Tue 10/5/10	Tue 10/5/10	
150	2.3.14.04 Start Agency Data Collection Scan	2 days	Tue 10/5/10	Wed 10/6/10	
151	2.3.14.05 Validate and Monitor Scan and Collection Process	2 days	Tue 10/5/10	Wed 10/6/10	
152	2.3.14.06 Terminate Capture Process / Validate and Backup Data	1 day	Wed 10/6/10	Wed 10/6/10	

ID	Task Name	Duration	Start	Finish	'10 M
153	2.3.14.07 Disconnect BDNA Scanning Equip and Pack Up	1 day	Wed 10/6/10	Wed 10/6/10	
154	2.3.14.08 Acquire Completed BDNA Checklist & Parameters from DEQ (next Agency)	1 day	Wed 10/6/10	Wed 10/6/10	
155	**2.3.15 DEQ - BDNA Data Collection Scan**	**1 day**	**Thu 10/7/10**	**Thu 10/7/10**	
156	2.3.15.01 Validate Completed BDNA Checklist & Parameters from DEQ	1 day	Thu 10/7/10	Thu 10/7/10	
157	2.3.15.02 Install BDNA Scanning Equipment at Agency Location	1 day	Thu 10/7/10	Thu 10/7/10	
158	2.3.15.03 Confirm Capture Parameters (Level 1 / Level 2 / Level 3 Credentials)	1 day	Thu 10/7/10	Thu 10/7/10	
159	2.3.15.04 Start Agency Data Collection Scan	1 day	Thu 10/7/10	Thu 10/7/10	
160	2.3.15.05 Validate and Monitor Scan and Collection Process	1 day	Thu 10/7/10	Thu 10/7/10	
161	2.3.15.06 Terminate Capture Process / Validate and Backup Data	1 day	Thu 10/7/10	Thu 10/7/10	
162	2.3.15.07 Disconnect BDNA Scanning Equip and Pack Up	1 day	Thu 10/7/10	Thu 10/7/10	
163	2.3.15.08 Acquire Completed BDNA Checklist & Parameters from DCS (next Agency)	1 day	Thu 10/7/10	Thu 10/7/10	
164	**2.3.16 DCS - BDNA Data Collection Scan**	**1 day**	**Fri 10/8/10**	**Fri 10/8/10**	
165	2.3.16.01 Validate Completed BDNA Checklist & Parameters from DCS	1 day	Fri 10/8/10	Fri 10/8/10	
166	2.3.16.02 Install BDNA Scanning Equipment at Agency Location	1 day	Fri 10/8/10	Fri 10/8/10	
167	2.3.16.03 Confirm Capture Parameters (Level 1 / Level 2 / Level 3 Credentials)	1 day	Fri 10/8/10	Fri 10/8/10	
168	2.3.16.04 Start Agency Data Collection Scan	1 day	Fri 10/8/10	Fri 10/8/10	
169	2.3.16.05 Validate and Monitor Scan and Collection Process	1 day	Fri 10/8/10	Fri 10/8/10	
170	2.3.16.06 Terminate Capture Process / Validate and Backup Data	1 day	Fri 10/8/10	Fri 10/8/10	
171	2.3.16.07 Disconnect BDNA Scanning Equip and Pack Up	1 day	Fri 10/8/10	Fri 10/8/10	
172	2.3.16.08 Acquire Completed BDNA Checklist & Parameters from Agriculture (next Agency)	1 day	Fri 10/8/10	Fri 10/8/10	
173	**2.3.17 Agriculture - BDNA Data Collection Scan**	**1 day**	**Mon 10/11/10**	**Mon 10/11/10**	
174	2.3.17.01 Validate Completed BDNA Checklist & Parameters from Agriculture	1 day	Mon 10/11/10	Mon 10/11/10	
175	2.3.17.02 Install BDNA Scanning Equipment at Agency Location	1 day	Mon 10/11/10	Mon 10/11/10	
176	2.3.17.03 Confirm Capture Parameters (Level 1 / Level 2 / Level 3 Credentials)	1 day	Mon 10/11/10	Mon 10/11/10	
177	2.3.17.04 Start Agency Data Collection Scan	1 day	Mon 10/11/10	Mon 10/11/10	
178	2.3.17.05 Validate and Monitor Scan and Collection Process	1 day	Mon 10/11/10	Mon 10/11/10	
179	2.3.17.06 Terminate Capture Process / Validate and Backup Data	1 day	Mon 10/11/10	Mon 10/11/10	
180	2.3.17.07 Disconnect BDNA Scanning Equip and Pack Up	1 day	Mon 10/11/10	Mon 10/11/10	
181	2.3.17.08 Acquire Completed BDNA Checklist & Parameters from Juvenil Affairs (next Agency)	1 day	Mon 10/11/10	Mon 10/11/10	
182	**2.3.18 Juvenil Affairs - BDNA Data Collection Scan**	**2 days**	**Tue 10/12/10**	**Wed 10/13/10**	
183	2.3.18.01 Validate Completed BDNA Checklist & Parameters from Juvenil Affairs	1 day	Tue 10/12/10	Tue 10/12/10	
184	2.3.18.02 Install BDNA Scanning Equipment at Agency Location	1 day	Tue 10/12/10	Tue 10/12/10	
185	2.3.18.03 Confirm Capture Parameters (Level 1 / Level 2 / Level 3 Credentials)	1 day	Tue 10/12/10	Tue 10/12/10	
186	2.3.18.04 Start Agency Data Collection Scan	2 days	Tue 10/12/10	Wed 10/13/10	
187	2.3.18.05 Validate and Monitor Scan and Collection Process	2 days	Tue 10/12/10	Wed 10/13/10	
188	2.3.18.06 Terminate Capture Process / Validate and Backup Data	1 day	Wed 10/13/10	Wed 10/13/10	
189	2.3.18.07 Disconnect BDNA Scanning Equip and Pack Up	1 day	Wed 10/13/10	Wed 10/13/10	
190	**2.4.0 Manual Data Collection - Tracking / Reporting / Follow Up & Data Entry**	**19 days**	**Tue 9/21/10**	**Fri 10/15/10**	

ID	Task Name	Duration	Start	Finish	'10 M
191	2.4.01 Checkpoint #1 on Manual Data Collection (Track / Report / Follow Up)	3 days	Tue 9/21/10	Thu 9/23/10	
192	2.4.02 Checkpoint #2 on Manual Data Collection (Track / Report / Follow Up)	3 days	Tue 9/28/10	Thu 9/30/10	
193	2.4.03 Checkpoint #3 on Manual Data Collection (Track / Report / Follow Up)	3 days	Tue 10/5/10	Thu 10/7/10	
194	2.4.04 Data Normalization and Data Entry (Consolidation of Data Collection)	10 days	Mon 10/4/10	Fri 10/15/10	
195	2.4.05 Quality Checkpoint - Data Validation / Data Gaps / Data Correction	10 days	Mon 10/4/10	Fri 10/15/10	
196	2.4.06 Build & Validate "As-Is" Financial Model	15 days	Mon 9/27/10	Fri 10/15/10	
197	2.4.07 Validate & Finalize Inventory (Assets, Applications, Org Models, Service Catalog)	5 days	Mon 10/11/10	Fri 10/15/10	
198	**3.0 Phase 2 "To-Be" / Analysis / Roadmap**	**50 days?**	**Mon 10/4/10**	**Fri 12/10/10**	
199	**3.1.0 Compute Platform Tower - "To Be" Analysis / Road Map**	**43 days?**	**Mon 10/4/10**	**Wed 12/1/10**	
200	3.1.0 Define & Document Baseline "As Is" Models	20 days?	Mon 10/4/10	Fri 10/29/10	
201	3.1.0 Bench Marking and Best Practices	10 days	Mon 10/18/10	Fri 10/29/10	
202	3.1.0 Financial Analysis/Business Case Development	10 days	Mon 11/1/10	Fri 11/12/10	
203	3.1.0 Options & Business Case Validation	7 days	Mon 11/22/10	Tue 11/30/10	
204	3.1.0 Executive Eval of future State Hypothisis -	2 days	Mon 11/29/10	Tue 11/30/10	
205	3.1.0 Stakeholder Review for Buyin & Ownership	3 days	Mon 11/29/10	Wed 12/1/10	
206	**3.2.0 Date & Telecom Networks Rationalization - "To-Be" Analysis / Road Map**	**43 days?**	**Mon 10/4/10**	**Wed 12/1/10**	
207	3.2.0 Define & Document Baseline "As Is" Models	20 days?	Mon 10/4/10	Fri 10/29/10	
208	3.2.0 Bench Marking and Best Practices	10 days	Mon 10/18/10	Fri 10/29/10	
209	3.2.0 Financial Analysis/Business Case Development	10 days	Mon 11/1/10	Fri 11/12/10	
210	3.2.0 Options & Business Case Validation	7 days	Mon 11/22/10	Tue 11/30/10	
211	3.2.0 Executive Eval of future State Hypothisis -	2 days	Mon 11/29/10	Tue 11/30/10	
212	3.2.0 Stakeholder Review for Buyin & Ownership	3 days	Mon 11/29/10	Wed 12/1/10	
213	**3.3.0 Application Portfolio Rationalization - "To-Be" Analysis / Road Map**	**43 days**	**Mon 10/4/10**	**Wed 12/1/10**	
214	3.3.0 Define & Document Baseline "As Is" Models	15 days	Mon 10/4/10	Fri 10/22/10	
215	3.3.0 Bench Marking and Best Practices	10 days	Mon 10/18/10	Fri 10/29/10	
216	3.3.0 Financial Analysis/Business Case Development	10 days	Mon 11/1/10	Fri 11/12/10	
217	3.3.0 Options & Business Case Validation	7 days	Mon 11/22/10	Tue 11/30/10	
218	3.3.0 Executive Eval of future State Hypothisis -	2 days	Mon 11/29/10	Tue 11/30/10	
219	3.3.0 Stakeholder Review for Buyin & Ownership	3 days	Mon 11/29/10	Wed 12/1/10	
220	**3.4.0 Contracts / Procurement & Administration - "To-Be" Analysis / Road Map**	**43 days**	**Mon 10/4/10**	**Wed 12/1/10**	
221	3.4.0 Define & Document Baseline "As Is" Models	15 days	Mon 10/4/10	Fri 10/22/10	
222	3.4.0 Bench Marking and Best Practices	10 days	Mon 10/18/10	Fri 10/29/10	
223	3.4.0 Financial Analysis/Business Case Development	10 days	Mon 11/1/10	Fri 11/12/10	
224	3.4.0 Options & Business Case Validation	7 days	Mon 11/22/10	Tue 11/30/10	
225	3.4.0 Executive Eval of future State Hypothisis -	2 days	Mon 11/29/10	Tue 11/30/10	
226	3.4.0 Stakeholder Review for Buyin & Ownership	3 days	Mon 11/29/10	Wed 12/1/10	
227	**3.5.0 Service Management (Shared Services) - "To-Be" Analysis / Road Map**	**43 days**	**Mon 10/4/10**	**Wed 12/1/10**	
228	3.5.0 Define & Document Baseline "As Is" Models	15 days	Mon 10/4/10	Fri 10/22/10	

F. Fees & Proposed Payment Schedule

Capgemini is pleased to propose a firm fixed fee of $999,900 for this effort. Included in our cost proposal is the onetime Term License and Professional Services fee of $166,833 associated with the use of the BDNA tool to facilitate the data collection across the 16 agencies/locations defined by the Office of the CIO. It is important to note, the 16 agency/locations defined represent a 60% increase from our original offer of 10 agency/locations.

Capgemini and BDNA will credit any term license fee towards a state wide enterprise license. This offer expires June 20, 2011.

Capgemini will invoice by deliverable for services performed on a fixed price basis, to include all expenses. A retainer of 20% will be reflected on each monthly invoice, except for the BDNA License, which will have a $0.00 retainer. The invoice will reflect the total firm fixed price invoiced as per the schedule reflected in the table below.

Invoice Number	**Deliverable**	**Invoice Amount**
Invoice 1	Short Term BDNA License	$166,833
Invoice 2	Model Survey / Questionnaire Templates	$100,000
Invoice 3	Completion of IT Governance Workshops (1 thru 4)	$125,000
Invoice 4	Completion of Data Collection & Finalization of Asset Inventory & IT Governance Model Recommendations	$200,000
Invoice 5	Blueprint Future State Model & Assumptions	$200,000
Invoice 6	Draft Report	$108,067
Invoice 7	Final Presentation	$100,000
	$999,900	

G. Rate Card

Capgemini agrees to hold rates proposed in RFP response (Cost Proposal, Section B, pg. 4) for the term through August 31, 2011. Rates after this date are subject to a 3.5% increase.

Project Manager	$173 49
IT Architect	$156.48
Database Specialist	$132 67
Senior IT Analyst	$183.88
IT Analyst	$120 75
Consultant	$91.86
Senior Project Advisor	$292 52
Contracts/Processes	$156 48
Application Architect	$260 72

These rates do not include travel expenses Capgemini will bill actual expenses supported by receipt

Attachment C: Oklahoma's Solicitation dated June 18, 2010

As Amended on July 2, 2010

State of Oklahoma
Office of State Finance

Solicitation

1. **Solicitation #: Assessment Study, Report and Plan** 2. **Solicitation Issue Date: June 18, 2010**

3. **Brief Description of Requirement:**

Provide an assessment of the existing and planned information technology and telecommunication systems. This analysis and resulting study will include the recommendation for the implementation of the transfer, coordination, and modernization of all information technology and telecommunication systems The assessment will include all State of Oklahoma State Agencies. A mandatory pre-bid conference is planned for June 25, 2010.

4. **Response Due Date[1]:** July 14, 2010 **Time:** 3.00 PM CST/CDT

5. **Issued By and RETURN SEALED BID TO[2]:**

Office of State Finance

- U.S. Postal Delivery:x
- Carrier Delivery: x

6. **Solicitation Type** (check one below):

- ☐ Invitation to Bid
- ☒ Request for Proposal
- ☐ Request for Quote

7. **Shipping Location:Office of State Finance 2209 N Central Ave., Oklahoma City OK 73105**

8. **Contracting Officer:**

Name: Alana Owen
Phone: 405-522-2423
Email: alana.owen@osf.ok.gov

[1] Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")
[2] If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries

State of Oklahoma
Office of State Finance

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8. **Contracting Officer:**

Name: Alana Owen
Phone: 405-522-2423
Email: alana.owen@osf.ok.gov

Date - This Standard IT Terms are being developed with DCS in accordance with the Authority given the State CIO

[1] Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")
[2] If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries

State of Oklahoma
Department of Central Services
Central Purchasing Division

Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
    a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
    b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
    c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;
OR
☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature	Certified This Date
Printed Name	Title
Phone Number	Email
Fax Number	

State of Oklahoma
Office of State Finance

Responding Bidder Information

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** _____

2. **Bidder General Information:**

   FEI / SSN : _____ VEN ID: _____

   Company Name: _____

3. **Bidder Contact Information:**

   Address: _____

   City: _____ State: ____ Zip Code: _____

   Contact Name: _____

   Contact Title: _____

   Phone #: _____ FAX#: _____

   Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit[1]:**

   ☐ YES – Permit #: _____

   ☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State:**

   ☐ YES - Filing Number: _____

   ☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (http://www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

   Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

   ☐ YES – include a certificate of insurance with the bid

   ☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-6, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)[2]

_____ _____
Authorized Signature Date

_____ _____
Printed Name Title

[1] For frequently asked questions concerning Oklahoma Sales Tax Permit, see http://www.tax.ok.gov/faq/faqbussales.html
[2] For frequently asked questions concerning workers' compensation insurance, see http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html

Solicitation #/Name: CIO Assessment, Study, Report and Plan

TABLE OF CONTENTS

A. GENERAL PROVISIONS

The following provisions shall apply where applicable to the solicitation

A.1 DEFINITIONS

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise

A.1.1. "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act,

A.1.2. "Bid" means an offer in the form of a bid, proposal or quote a Contractor submits in response to a solicitation;

A.1.3. "Contractor" means an individual or business entity that submits a bid in response to solicitation,

A.1.4. "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute;

A.1.5. "Contractor" means the Business Entity with whom the State enters into this Contract Contractor shall be synonymous with "supplier", "vendor", Contractor" or other similar term,

A.1.6. "Closing Date" is the date the RFP closes, also proposal opening date, and response due date,

A.1.7. "Government Entities" means a State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions,

A.1.8. "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term,

A.1.9. "Procuring Agency" means the State of Oklahoma Agency initiating procurement on behalf of this solicitation.

A.1.10. "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma References to "State" in this document refer to either the Department of Central Services or the Office of State Finance

A.1.11. "State Agency" includes any office, officer, bureau, board, counsel, court, commission, institution, unit, division, body or house of the executive or judicial branches of the state government, whether elected or appointed, excluding only political subdivisions of the state

A.1.12. "Solicitation" means a request or invitation by the State for a supplier to submit a priced offer to sell acquisitions to the state A solicitation may be an invitation to bid, request for proposal (RFP), or a request for quotation,

A.1.13. "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies,

A.2 BID SUBMISSION

A.2.1. Submitted bids shall be in strict conformity with the instructions to Contractors, and shall be submitted with a completed "responding Contractor Information",DCS-FORM-CP-076, and any other forms completed as required by the solicitation

A.2.2. Bids shall be submitted to the State Agency identified in the front page of this solicitation, in a single envelope, package, or container and shall be sealed The name and address of the Contractor shall be inserted in the upper left corner of the single envelope, package, or container SOLICITATION NUMBER/NAME AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER

A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004(A), must be made out in the name of the Contractor and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions

A.2.4. All bids shall be legibly written or typed Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive

A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation

A.3. SOLICITATION AMENDMENTS

A.3.1. If an "Amendment of Solicitation", DCC-FORM-CO-011 (or other format as provided), is issued, then the Contractor shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s) Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope The State must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive Failure to acknowledge solicitation amendments may be grounds for rejection

A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation All amendments to the solicitation shall be made in writing by the State

A.3.3. The State is not responsible for a Contractor's failure to download or return any amendment documents required to complete a solicitation

A.4. BID CHANGE

If the Contractor needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the State with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed The name and address of the Contractor shall be inserted in the upper left corner of the single envelope, package, or container SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER

A 5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By submitting a response to this solicitation

A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants

A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency,

A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract, or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,

A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A 5 1.2. of this certification, and

A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default

A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. BID OPENING

Sealed bids shall be opened by the soliciting agency identified in the front page of this solicitation, at the time and date specified

A.7. BIDS SUBJECT TO PUBLIC DISCLOSURE

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Contractor submits as part of or in connection with a bid are public records and subject to disclosure. Contractors claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality The State shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O S §85 10

A.8. LATE BIDS

Bids received by the State after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award

A.9. LEGAL CONTRACT

A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the State, shall constitute a contract

A.9.2. The Contract resulting from this solicitation will consist of the following documents in order of preference Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, and change orders; the solicitation including any amendments, and the successful

bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed

A 10 PRICING

A.10.1. Bids shall remain firm for a minimum of one hundred and twenty (120) days from the solicitation closing date

A.10.2. Contractors guarantee unit prices to be correct

A.10.3. In accordance with 74 O S §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount

A.11. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition Contractor may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s) However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Contractor shall submit sketches, descriptive literature, and/or complete specifications with their bid Reference to literature submitted with a previous bid will not satisfy this provision The Contractor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto Bids that do not comply with these requirements are subject to rejection

A.12 CLARIFICATION OF SOLICITATION

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation

A.13. REJECTION OF BID

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation A bid may be rejected when the Contractor imposes terms or conditions that would modify requirements of the solicitation or limit the Contractor's liability to the State Other possible reasons for rejection of bids are listed in OAC 580 15-4-11.

A.14. AWARD OF CONTRACT

A.14.1. The State may award the Contract to more than one Contractor by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State to be in the best interest of the State of Oklahoma

A.14.2. Contract awards will be made to the best value Contractor(s) unless the solicitation specifies otherwise in another section of this RFP

A.14.3. In order to receive payments from the State of Oklahoma, suppliers who are not registered on the State of Oklahoma Vendor Registration list must complete the "Vendor/Payee Form" (www.ok gov/OSF/documents/osfvend pdf) Non-U S suppliers who are not registered on the State of Oklahoma Vendor Registration List must complete a W-8BEN (www irs gov/pub/irs-pdf/fw8ben pdf) Failure to do so may delay contract award

A.15. CONTRACT MODIFICATION

A.15.1. The Contract is issued under the authority of the State personnel signing the Contract The Contract may be modified only through a written Contract Modification, signed by the State

A.15.2. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the State in writing, or made unilaterally by the Supplier, is a breach of the Contract Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract

A.16. DELIVERY, INSPECTION AND ACCEPTANCE

A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F O B Destination The Contractor(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order The State assumes no responsibility for goods until accepted by the State at the receiving

point in good condition Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance

A.16.2. Contractor(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the State This includes changes to personnel

A.17. INVOICING AND PAYMENT

A.17.1. Contractor shall be paid upon submission of an accurate invoice(s) to the agency, at the prices stipulated on the contract Failure to provide accurate invoices may result in delay of processing invoices for payment Pursuant to 74 O S §85 44(B), invoices will be paid in arrears after products have been delivered or services provided Invoices shall contain the purchase order number

A.17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O S §34 71 and 62 O.S §34 72

A.18 TAX EXEMPTION

State agency acquisitions are exempt from sales taxes and federal excise taxes Contractors shall not include these taxes in price quotes

A.19. AUDIT AND RECORDS CLAUSE

A.19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form In accepting any Contract with the State, the successful Contractor(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract

A.19.2. The successful Contractor(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of three years following completion and/or termination of the Contract If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later

A.20. NON-APPROPRIATION CLAUSE

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding

A.21. CHOICE OF LAW

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma

A.22. CHOICE OF VENUE

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma

A.23. TERMINATION FOR CAUSE

A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the State The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier

A.23.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State determines that an administrative error occurred prior to Contract performance

A.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted

A 24. TERMINATION FOR CONVENIENCE

A.24.1. The State may terminate the Contract, in whole or in part, for convenience if the State determines that termination is in the State's best interest The State shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination The

Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State

A.24.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25. INSURANCE

The successful Contractor(s) awarded the Contract shall obtain and retain insurance, including worker's compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the State with evidence of such insurance and renewals

A 26. EMPLOYMENT RELATIONSHIP

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.27. COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007

By submitting a bid for services, the Contractor certifies that they, and any proposed subcontractors, are in compliance with 25 O.S §1313 and participate in the Status Verification System The Status Verification System is defined in 25 O S §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www dhs gov/E-Verify

A 28. COMPLIANCE WITH APPLICABLE LAWS

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements

A.29. GRATUITIES

The right of the successful contractor to perform under this contract may be terminated, by written notice, if the Contracting Officer determines that the successful contractor, or its agent or another representative offered or gave a gratuity (e g , an entertainment or gift) to an officer, official, or employee of the State of Oklahoma Furthermore a contractor convicted of such violation may also be suspended or debarred.

A.30. PRECLUSION FROM RESULTING CONTRACTS

Any Contractor that has provided any consulting services or technical assistance that resulted in any specifications or concepts in this SOLICITATION, either directly or indirectly, is precluded from the award of such contract This precludes any Contractor(s) from securing a Sub-contractor that has provided such services

A.31. MUTUAL RESPONSIBILITIES

The State and Contractor agree that under this Agreement.

A.31.1. Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party,

A.31.2. This is a non-exclusive agreement and each party is free to enter into similar agreements with others,

A.31.3. Each party grants the other only the licenses and rights specified No other licenses or rights (including licenses or rights under patents) are granted,

A.31.4. Where approval, acceptance, consent or similar action by either party is required under this Agreement, such action will not be unreasonably delayed or withheld,

A.32. BACKGROUND CHECKS AND VERIFICATIONS

At the sole discretion of the State, Contractor may be subject to user background checks, depending on the information systems the Contractor accesses or types of data the State provides Contractor must submit the required background check information to the State in a timely manner. The State will not process any access agreements prior to completion of user background verification

A.33. CONFIDENTIALITY

A.33.1. Pursuant to O.S § Title 62 Section 34.12.C "The Office of State Finance and all agencies of the executive branch of the state shall not be required to disclose, directly or indirectly, any information of a state agency which is declared to be confidential or privileged by state or federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of state assets "

If required, the above information may be given to the contractor after the contract is awarded

A.33.2. All information exchanged is non-confidential If either party requires the exchange of confidential information, it will be made under a signed confidentiality agreement and in accordance with applicable Oklahoma law

A.33.3. In connection with this Agreement, each party may disclose or otherwise make available certain data or information to the other party, which data or information the disclosing party considers being confidential and proprietary It is recognized that any information contained in this written agreement is deemed non-confidential and is hereby-public information As used herein, "Confidential Information," means any non-public information, not included in this written document that may include Contractor lists, business plans and proposals, financial information, marketing information, problem solving methods, implementation steps, know-how, technology, trade secrets and drawings and renderings related to each party's ongoing and proposed businesses, products and services which is being provided or which has been provided to the State party by the disclosing party, or which is obtained by the receiving party from its meetings and contacts with Contractor, or any information derived by the State from information so provided or obtained Confidential Information includes all written or electronically recorded materials identified and marked as confidential or proprietary or which on their face appear to be confidential or proprietary, and oral disclosures of Confidential Information by the disclosing party which are identified as confidential or proprietary at the time of such oral disclosure

A.33.4. Confidential Information does not include any of the following (a) information that is in or becomes part of the public domain without violation of this Agreement by the State or Contractor; (b) information that was known to or in the possession of the State or Contractor on a non-confidential basis prior to the disclosure to the State by Contractor, (c) information that was developed independently by the State's or Contractor's employees, which employees have had no access to the Confidential Information, (d) information that is disclosed to the State or Contractor by a third party under no obligation of confidentiality to the disclosing party and without violation of this Agreement by the State or Contractor, or (e) is authorized by Contractor or the State in writing for disclosure.

A.33.5. The parties agree (a) to treat and keep as confidential and proprietary all Confidential Information disclosed by the other party, (b) to advise each employee to whom any Confidential Information is to be made available of the confidential nature of such Confidential Information, (c) to promptly return to the disclosing party (or its designees), upon the disclosing party's request, all Confidential Information and all copies thereof and to delete from electronic memory such Confidential Information

A.34. UNAUTHORIZED OBLIGATIONS

At no time during the performance of this contract shall the Contractor have the authority to obligate the State or the agency for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project, Contractor shall cease the project and contact agency for approval prior to proceeding

A.35. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY

Pursuant to Title 74, Section 85 7d and OAC 580 15-6-21 electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance

EIT Standards may be found at www.ok gov/DCS/Central_Purchasing/index.html or http //www ok gov/OSF/documents/isd_itas.doc.

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customized by the Contractor from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request Additional requirements and documentation may be required and compliance will be necessary on the Contractor's part Such requirements will be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the Contractor, from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards However, the Contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") after the State has tested and confirmed that the product, system or application meets the accessibility

requirements in the Standards

A.36. PATENTS AND COPYRIGHTS

If in the performance of this contract, contractor uses any Product covered by a third party's patent or copyright, it is mutually agreed and understood without exception that the contractor's contract prices shall include all royalties or costs charged by the third party arising from the use of such patent or copyright If such royalties or costs are not covered in the contractor contract price, Contractor's obligations are as outlined immediately below

A.36.1. If a third party claims that a Product the Contractor provides to an Ordering Agency infringes that party's patent or copyright, Contractor will defend the State against that claim at Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that the State (i) promptly notifies Contractor in writing of the claim, and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows Contractor to control, and cooperates with Contractor in, the defense and any related settlement negotiations, provided however, that if the Attorney General of the State of Oklahoma does not authorize Contractor to have sole control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, Contractor shall have no obligation to indemnify the State of Oklahoma under this Section

A.36.2. Contractor has no obligation regarding any claim based on any of the following (i) anything the State provides which is incorporated into a Product, (ii) modification of a Product by any party other than Contractor, Contractor's representative or Contractor's subcontractor, or a Program's use in other than its Specified Operating Environment, (iii) the combination, operation, or use of a Product with other Products not provided by Contractor as a system, or the combination, operation or use of a Product with any product, data, or apparatus that Contractor did not provide, or (iv) infringement by a non-Contractor Product alone, as opposed to its combination with Products Contractor provides to the State as a system

A.37. EQUAL OPPORTUNITY AND DISCRIMINATION

The Contractor is an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11246 and 11375 The provider assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act

A.38. IMPOSED CONDITIONS

Attempts to impose unacceptable conditions on the State, or impose alternative terms not in the best interest of the State will not be tolerated Continued attempts to impose unacceptable conditions or terms on the state will result in a determination of your non-responsiveness of your proposal due to the lack of compliance with the terms and conditions of negotiation or the solicitation.

A.39 LOBBYING

The Contractor certifies compliance with the Anti-Lobbying law, Section 1325, Title 31 of the U S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over $100,000 00 as defined at 45 CFR 93, Section 93 105 and 93 110

A.40. DRUG-FREE WORKPLACE

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76 605 and 76 610

A.41. ENVIRONMENTAL PROTECTION

If the payments pursuant to the contract are expected to exceed $100,000.00, then the Contractor must comply with the Section 306 of the Clean Air Act (42 U S C. 1857 (L)), Section 508 of the Clean Water Act (33 U S C 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C F R Part 15), which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities

A.42. ASSIGNMENT

Contractor's obligations under this contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the State

A.43. SEVERABILITY

If any provision for this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited

A.44. FAILURE TO ENFORCE

Failure by the State of Oklahoma at any time to enforce the provisions of the contract shall not be construed as a waiver of any such

provisions Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the State of Oklahoma to enforce any provisions at any time in accordance with its terms

A.45. LICENSED SOFTWARE

A.45.1. Under no circumstances will the Contractor be required to install or maintain software packages that it has reason to believe are not properly licensed

A.45.2. All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the Contractor in performance of this contract is the responsibility of the Contractor

A.46. CONFLICT OF INTEREST

Contractor must disclose any contractual relationship or any other relevant contact with any state personnel, or other State contractors involved in the development of a request for proposal (RFP) that results in a Contract Any conflict of interest shall, at the sole discretion of State, be grounds for termination of this Agreement or a Contract, provided that such termination must be made within a reasonable time after disclosure of such relationship or contact

In addition to any requirements of law or through a professional code of ethics or conduct, the Contractor employees performing services for the State are required to disclose any outside activities or interests that conflict or may conflict with the best interests of the State Further, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interests of the State of Oklahoma during the period of this agreement without prior written approval of the State Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees, other third-party individuals, or entities holding contracts with the State

A.47. LIMITATION OF LIABILITY

To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void

A.48. MEDIA OWNERSHIP (DISK DRIVE AND/OR MEMORY CHIP OWNERSHIP)

A.48.1. In conjunction with the Oklahoma Computer Equipment Recovery Act and the Office of State Finance's Information Security, Policies, Procedures, and Guidelines– Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media disk drives and memory cards purchased with or for use in leased equipment under this contract remain the property of the State of Oklahoma

A.48.2. Disk drives and memory cards purchased with or included in leased or purchased equipment under this contract must remain the property of the State of Oklahoma; therefore 'Keep Your Hard Drive' costs must be included in the vendor(s) proposed cost

A.48.3. Personal Identification Information can be retained within electronic media devices and components, therefore, the State cannot allow the release of electronic media either between State Agencies or for the resale of refurbished equipment that has been in use by State entities, by the vendor to the general public or other entities Electronic Media Retention by the State for equipment whether purchased or leased must also be applied to replacement devices and components the selected vendor(s) may supply during the downtime (repair) of equipment purchased or leased through this contract If a device has to be removed from a location for repairs, there must be sufficient safeguards in place (such as a record of hard drive serial numbers) to protect the Personal Identification Information that may be stored within the hard drive/memory of the device

A.49. OFFSHORE SERVICES

No offshore services are provided for under the resulting contract

A.50. FAILURE TO PROVIDE

The contractor's repeated failure to provide defined services, without reasonable basis as determined by the State of Oklahoma, shall constitute a material breach of the contractor's obligations, which may result in cancellation of the contract

A 51. AGENCY POLICIES

The contractor's associates must adhere to the agency policies pertaining to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations It is up to the Contractor(s) to review and relate agency policies covering the above to the consulting staff

A.52. COMPLIANCE WITH TECHNOLOGY POLICIES

The Contractor agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures and Guidelines" that can be found at: http://www.ok.gov/OSF/Information_Services/ISD_Publications.html

A 53. EMERGING TECHNOLOGIES

The State of Oklahoma reserves the right to modify the terms of this contract at any time to allow for technologies not identified

elsewhere under this document If there are repeated requests for an "emerging technology" and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue a formal modification or amendment to the Contract.

A 54. OWNERSHIP RIGHTS

a) It is understood and agreed that the Software developed by the Contractor for the sole and exclusive use of the State Moreover, except with regard to any deliverable based on Contractor's reusable or pre-existing intellectual property ("Utilities"), the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto

b) Except for any Utilities, all work performed by Contractor of Software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U S. Copyright Laws) and, as such, shall be opened by and for the benefit of State of Oklahoma

A.55 RIGHT OF USE

a) The State has the right to use or not use the Software, not including any Utilities, and to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. However, Contractor shall bear no liability for any changes the State makes to such Software

b) In the event that it should be determined that any of such software or supporting documentation does not qualify as a "Work Made for Hire", Contractor irrevocably grants to the State an non-exclusive, irrevocable license to use such portion With respect to any Utilities, The State shall have the right to perpetual, internal use of the Utilities included in the deliverable

c) Contractor will assist the State and its Agents, upon request, in preparing U S and foreign copyright, trademark, and/or patent applications covering Software Contractor will sign any such applications, upon request, and deliver them to the State The State of Oklahoma will bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection

A 56. SOURCE CODE ESCROW – REFERENCE TITLE 62 O S § 34.31

a) As used in this section

1) "State agency" shall include all state agencies, whether subject to the Central Purchasing Act or not, except the Oklahoma Lottery Commission, and

2) "Source code" means the programming instruction for a computer program in its original form, created by a programmer with a text editor or a visual programming tool and saved in a file. State agency shall include all state agencies, whether

b) No state agency, as defined by Section 250 3 of Title 75 of the Oklahoma Statutes, nor the Purchasing Division of the Department of Central Services, unless otherwise provided by federal law, shall enter into a contract for the acquisition of customized computer software developed or modified exclusively for the agency or the state, unless the vendor agrees to place into escrow with an independent third party the source code for the software and/or modifications.

c) The vendor must agree to place the source code for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the agency and to enter into a customary source code escrow agreement which includes a provision that entitles the agency to receive everything held in escrow upon the occurrence of any of the following

1 A bona fide material default of the obligations of the vendor under the agreement with the agency,

2 An assignment by the vendor for the benefit of its creditors,

3 A failure by the vendor to pay, or an admission by the vendor of its inability to pay, its debts as they mature,

4. The filing of a petition in bankruptcy by or against the vendor when such petition is not dismissed within sixty (60) days of the filing date,

5 The appointment of a receiver, liquidator, or trustee appointed for any substantial part of the vendor's property,

6 The inability or unwillingness of the vendor to provide the maintenance and support services in accordance with the agreement with the agency, or

7 The ceasing of a vendor of maintenance and support of the software.

d) The fees of any third-party escrow agent subject to this section shall be borne by the vendor.

A 57. P-CARDS

The State of Oklahoma has issued P-Cards to most state agencies The current P-Card contract holder utilizes MASTERCARD

If awarded a statewide contract will your company accept MASTERCARD Yes _____ No _____ (check one)

A.58. PERFORMANCE AND UPGRADES

Supplier shall provide documentation of the projected schedule of recommended or required system upgrades to this system or any software provided to service this system for the three (3) year period following the target purchase date If the Contractor does not plan recommended or projected system upgrades, the Supplier shall provide documentation in the response that the supplier plans no system upgrades to the high technology system for the three (3) year period following the target purchase date (Title 74 § 85 7c)

A.59. RIGHT TO RENEGOTIATE

Prior to exercising the State's right to cancel a contract, the State may renegotiate an existing contract with a Contractor for the purpose of obtaining more favorable terms for the State, provided that the term of the contract is not modified.

A.60. SPECIAL PROVISIONS

Special Provisions apply with the same force and effect as these General Provisions However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions

B. SPECIAL PROVISIONS

B.1. CONTRACTORS AND SUB-CONTRACTORS OBLIGATIONS

B.1.1. The Contractor may use sub-contractors in support of this contract, however the Contractor shall remain solely responsible for the performance of this Contract

B.1.2. All payments for Products or Services shall be made directly to the Contractor. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be performed. The State reserves the right to approve any and all sub-contractors providing services under this Contract

B.1.3. All Contractor(s) and sub-contractor(s) changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the State No payments will be made to the Contractor(s) for services performed pursuant to this Contract by unapproved employees of Contractor(s) or sub-contractor

B.1.4. Contractor's employees or agents, if any, who perform services for the State under this Agreement shall also be bound by the provisions of this Agreement. At the request of the State, Contractor shall provide adequate evidence that such persons are their employees or agents In accordance with the section on "Employment Relationship", the State shall not be responsible to Contractor's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit

B.2. CONTRACT EXTENSION

B.2.1. The State, at its sole discretion, may choose to exercise an extension for a maximum of 90 days beyond the original contract period of one year, in accordance with the same terms and conditions If this option is exercised, the state will notify the Contractor in writing prior to the contract end date

B.2.2. If the State exercises the option to extend the contract beyond the fixed price charges, the hourly rates provided in the Contractor(s) proposal shall apply

B.3. OWNERSHIP RIGHTS

B.3.1. It is understood and agreed that the software, surveys, reports, plans, and other documents and deliverables developed by the Contractor(s) are for the sole and exclusive use of the State Moreover, except with regard to any deliverable based on Contractor's reusable or pre-existing intellectual property ("Utilities"), the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto

B.3.2. Except for any Utilities, all work performed by Contractor (s) of Software and any supporting documentation therefore, as well as any surveys, reports, plans, and other documents and deliverables developed by the Contractor(s) shall be considered as Works for Hire (as such are defined under the U S Copyright Laws) and, as such, shall be opened by and for the benefit of State of Oklahoma

B.4. RIGHT OF USE

B.4.1. The State has the right to use or not use the software, surveys, reports, plans, and other documents and deliverables not including any Utilities, and to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose However, Contractor shall bear no liability for any changes the State makes to such software, surveys, reports, plans, and other documents and deliverables

B.4.2. In the event that it should be determined that any of such software or supporting documentation does not qualify as a "Work Made for Hire", Contractor irrevocably grants to the State an non-exclusive, irrevocable license to use such portion With respect to any Utilities, The State shall have the right to perpetual, internal use of the Utilities included in the deliverable

B.4.3. Contractor will assist the State and its Agents, upon request, in preparing U S and foreign copyright, trademark, and/or patent applications covering software, surveys, reports, plans, and other documents and deliverables Contractor will sign any such applications, upon request, and deliver them to the State The State of Oklahoma will bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection

B.5. REPLACEMENT OF PERSONNEL

The State reserves the right to demand that the Contractor replace any member of their project team with a properly qualified and skilled person

B.6. CONFIDENTIAL DATA

All data that is collected or disclosed regarding the State of Oklahoma IT and Telecommunication assets and/or operations that is subject to Title 62 O S § 34.12 C is hereby deemed to be confidential information This includes but is not limited to all data collected through the survey, information regarding IT and Telecommunication plans, as well as drafts and working documents of IT and Telecommunication surveys, reports, and plans

C. SOLICITATION SPECIFICATIONS

C.1. OVERVIEW – LEGISLATIVE MANDATE

The 2009 legislature passed *HB 1170 "OKLAHOMA INFORMATION SERVICES ACT" ("The Act")* creating the position of the Chief Information Officer (CIO), appointed by the Governor, to also serve as Secretary of Information Technology and Telecommunications, with jurisdictional responsibility related to the information technology and telecommunications systems of all state agencies Legislated deadlines require that time is of the essence in successfully completing this project

Within twelve (12) months of appointment (which began 5-April-2010), the first Chief Information Officer shall.

1. Complete, for all state agencies in the state, including but not limited to all institutions within the Oklahoma State System of Higher Education, the Oklahoma State Regents for Higher Education, and the telecommunications network known as OneNet
    a An assessment of the existing and planned information technology and telecommunication systems (including but not limited to hardware, software, contracts, personnel, capabilities, facilities, networks, current and planned projects, budgets, etc)
    b An assessment of the implementation of the transfer, coordination, and modernization of all information technology and telecommunications systems of all state agencies in the state
2. Issue a report setting out a plan of action to be presented to the Governor, Speaker of the House of Representatives, and the President Pro Tempore of the State Senate, and receive the approval of the State Governmental Technology Applications Review Board before implementing the plan of action
    a The plan must define the goals, process, structure, and other requirements in order to modernize the information technology and telecommunication (ITC) systems and infrastructure of all state agencies in the state, and include recommendations for the CIO to successfully deliver on all the other responsibilities and requirements of the CIO and the Information Services Division (ISD) of Office of State Finance (OSF) as stipulated in The Act, including but not limited to
        1. A shared services model with recommended organization structure, governance, and reporting relationships,
            a that defines the statewide ITC shared infrastructure, shared applications, and shared services environment, and
            b includes consolidation of all ITC purchasing for all state agencies with the CIO acting as purchasing director as stipulated in The Act
        2 Recommendations for the reallocation of ITC resources and personnel, including a cost-benefit analysis to support the recommendations and calculations of the net savings realized from said reallocation and consolidation of ITC resources and personnel (after compensating for all costs associated with the development and implementation of said plan)
        3. Recommendations to maximize the benefits to the state by the alignment and operations of the *communications a and data transfer network assets known as OneNet*
    b Initially, the net savings realized through the reallocation and consolidation of information technology and telecommunication resources and personnel, after compensating for the up-front costs (including but not limited to the costs of the assessment and plan development anticipated in this RFP, as well as the cost of implementing the plan and the ongoing and incremental costs of the plan to the Information Services Division of the Office of State Finance, all of which shall be identified and reported in the plan of action) shall be realized no later than two (2) years from the appointment date of the Chief Information Officer and shall at a minimum be not less than fifteen percent (15%) of the overall statewide information technology and telecommunications expenditures made by all state agencies during the fiscal year ending 30-June-2009
    c Upon receiving approval of the State Governmental Technology Applications Review Board, the Chief Information Officer shall implement the plan of action The State Governmental Technology Applications Review Board shall provide ongoing oversight of the implementation of the plan of action. Any proposed amendments to the plan of action shall be approved by the Board prior to adoption

Some additional pertinent legislative and background information is provided as follows.

1 See Appendix A for "Legislated Responsibilities of the CIO "
2 See Appendix B for "Overview of the State" including "Background Information about State Agencies "
3 A complete copy of The Act – "HB 1170 – Oklahoma Information Services Act " Is located at http.//www.oscn net/applications/oscn/deliverdocument.asp?cite=+2009+O S L +451

C.2. PURPOSE AND OBJECTIVES

The purpose of this RFP is to obtain the services of a Consultant to conduct the statewide, comprehensive assessment and analysis, make recommendations, and draft the plan as required in The Act

In addition to satisfying all of the specific requirements of The Act, the key short- and long-term objectives of this assessment and plan are to build upon and transform the state's current ITC-related organizations, structures, technologies, capabilities, processes, facilities, practices, tools, standards, architectures, supply chain relationships, and workforce, in order to.

1 Lower the long-term total cost of statewide ITC by reducing the.
    (1) cost of ITC acquisition.

(2) cost of ITC operations.
(3) unnecessary duplication of statewide ITC

2 Improve statewide ITC capabilities and services to better support state and agency "business" capabilities and services to citizens
3 Improve ITC security, risk management, and continuity of operations
4 Ensure compliance of statewide ITC with all relevant laws, standards, and requirements
5 Create a culture of continuous improvement in ITC statewide.

C.3 SCOPE OF WORK AND DELIVERABLES – THE ASSESSMENT AND REPORT

Oklahoma's Chief Information Officer (CIO) and Information Services Division (ISD) of the Office of State Finance (OSF) desires an independent, objective assessment of the current status of the state of Oklahoma's complete information technology and telecommunication infrastructure and operating environment as specified in The Act The assessment will entail an objective review of all state agencies, institutions within the Oklahoma State System of Higher Education, and the Oklahoma State Regents for Higher Education, including OneNet The assessment will involve a survey, study, and analysis of the above-mentioned entities' information technology and telecommunication resources including, but not limited to, hardware, software, applications, networks, infrastructure, personnel, consultants, contracts, projects, processes, practices, capabilities, structure, organization, governance, and operating and capital budgets

The goals of the assessment are to accomplish the following

1. Review of the state's current information technology and telecommunication environments, including but not limited to:
    a An inventory of all ITC infrastructures and capabilities and environments (whether owned, licensed, leased or rented, purchased, and/or custom-built)
        i hardware (including but not limited to computers, servers, storage peripherals, printers, copiers, facsimile machines, networks, circuits, telecommunications equipment, switches, routers, and mobile devices);
        ii software (including but not limited to applications, utilities, middleware, systems software, system management software, development environments, websites, and portals),
        iii facilities (including but not limited to buildings, data centers, back-up and recovery facilities),
        iv personnel (including but not limited to quantity, skills, certifications, quality, and capabilities of state ITC-related employees, whether in the ITC organization of the agency or the functional organization), and
        v contracts, arrangements, and agreements to obtain or utilize any of these, whether from sources internal or external to state government
    b An assessment of the agencies capabilities for project management, software development and maintenance, systems analysis and design, architecture (technical and business), ITC assessment and audit, help desk and other ITC support services, training, ITC operations management including disaster recovery and continuity of operations, ITC security, contract, and engagement management
    c Survey and Assessment of the state agencies' ITC purchasing, spending, and budgeting practices
    d Survey and Assessment of the state agencies' software development and project management capabilities
    e Survey and Assessment of the quantity and capabilities of state agencies' ITC personnel, including costs
    f Survey and Assessment of the consultant resources being used by state agencies, including costs
    g Develop a listing or inventory identifying all ITC infrastructures and capabilities and environments, identifying all duplicative and/or redundancy, and identifying apparent excess or under-utilized capabilities
    h Develop a listing and analysis of issues, concerns, and desired improvements regarding ITC identified by agencies
    i Determine and inventory the ITC governance and decision-making practices and models being used by agencies
2. Establish a future vision for information technology and telecommunication capabilities, infrastructures, and environments for the state of Oklahoma, including but not limited to
    a Recommended alternatives and options for governance, organization, and structure of statewide ITC capabilities, organizations, environments, and infrastructures
    b Recommended alternatives and options when appropriate, as well as a road map for achieving said vision including recommended priorities and milestones for reducing costs, improving services, enhancing capabilities, and increasing the capacity of the state to better utilize ITCs
    c Develop recommendations to achieve the vision
    d Develop recommendations to reduce by 31-March-2012 statewide information technology and telecommunication expenditures by not less than 15% of the overall statewide information technology and telecommunication expenditures made during the fiscal year ending June 30, 2009
        i Define the costs to implement the recommendations and the benefits to be derived
        ii The 15% net savings to be realized through the reallocation and consolidation of information technology and telecommunication resources and personnel shall be calculated after compensating for the up-front costs of doing the assessment and developing and implementing the plan as well as the ongoing and incremental costs of the plan to the Information Services Division of the Office of State Finance, all of which shall be identified and reported in the plan of action

    e. Develop a plan with timelines, resources, and cost, to implement the recommendations and estimate of on-going operating cost of the plan

C.4. SCOPE OF WORK AND DELIVERABLES - THE PLAN

The consultant selected will develop a plan that satisfies the requirements of the CIO and The Act, and the recommendations in priority sequence for achieving the CIO's responsibilities as spelled out in The Act, providing alternatives and options when appropriate, as well as a road map for achieving the plan including recommended priorities and milestones. The consultant will develop and provide a draft of a plan that

1. Defines the shared service organization structure, including but not limited to governance and reporting relationships of the recommended organization
2. Defines the statewide ITC infrastructure needed to support most state agencies
3. Defines the ITC applications and capabilities that are and can be utilized and/or shared across the multiple agencies
4. Identifies the applications and services that shall be in the shared services model under the management of the Information Services Division of the Office of State Finance
5. Identify agency-specific applications that support agency function and could remain in the agencies, although, various aspects of ITC support could be provide by shared services (such as hosting, help desk, backup and recovery, etc) and as such this should be identified also
6. Provides recommendations on the statewide reallocation of information technology and telecommunication resources and personnel
7. Provides recommendations on the benefits to the state of the alignment, coordination, and operations of the communication and data transfer networks of state agencies and OneNet
8. Provides recommendations as to a classification scheme for cataloging all ITC capabilities of the state as identified by the survey and assessment described in the previous section, in order to provide a "menu"-type directory of available ITC technologies, services, and capabilities whether available from ISD, shared services, a state agency, an existing vendor contract, or some other internal or external resource Such a catalog would make it easy for state agencies to identify approved and available sources and the associated costs for ITC resources such as
    a. infrastructure (including but not limited to capabilities such as network, storage, processing, telecommunications, back up and recovery, email, etc),
    b. shared services (including but not limited to applications, hardware, training, help desk, user support, advisory and technical services, systems analysis and design services, business and technical architecture capabilities and services,.),
    c. and agency-specific ITC capabilities that may be made available to other agencies
9. Recommends and defines standards and shared capabilities for
    a. Planning
        1. Agency Planning Creation and delivery of ITC plan in support of agency business missions and objectives
        2. Capacity Forecasting & Planning· Planning future ITC resources (e g infrastructure, services, people) needed by agencies to meet changing demands
        3. Demand & Supply Management. To achieve a stable equilibrium between agency demand and ITC supply
        4. Resource Management Optimizing the entire statewide utilization and allocation of all ITC resources
    b. Performance & Quality Management Continuously reviewing ITC organization performance for both short- and long-term effectiveness and efficacy
    c. People Asset Management Optimizing the utilization and development of ITC people skills to meet the state's strategy and requirements including, but not limited to
        a. the management of the state's ITC intellectual capital and accumulated knowledge of how to deploy ITC technologies and services, including non-routine, unstructured, and intangible knowledge, etc ,
        b. issues concerning the possible loss of ITC-related knowledge through retirement or turnover of current ITC personnel, and
        c. increasing the self-sufficiency level of the state's workforce to deploy ITC technologies and services in the most efficient and cost-effective manner, including the appropriate use of contractors and shared services
    d. Agency and User Relationship Management Enhancing the relationship between the ITC organization (whether provided by ISD, a shared services capability, specific agency capabilities, or some other means) and the state agencies' user communities (such as, internal agency employees, external citizens, other state employees, elected officials and their staffs), including but not limited to
        1. Defining a comprehensive ITC governance structure and process framework that
            a. Includes how decisions are to be made regarding. but not limited to, ITC strategic planning, business and technical architecture, resource allocation, project approval, project portfolio management, services portfolio management, infrastructure portfolio management, application portfolio management, ITC workforce development and management, ITC investment management, and standards for hardware, software, services, vendors, and capabilities.
            b. Defining a governance model for requesting services and monitoring service-level and performance metrics for all shared services
        2. User Management & Training Maximizing value by ensuring ITC consumer proficiency via appropriate instruction, training, support, and people development
        3. User Experience Design Integrating the end-user experience, both for internal state employees and external citizen users, into the development and deployment processes.
        4. Service management. Management and delivery of quality and cost-effective ITC capabilities and services that meet or exceed pre-agreed agency service levels and citizen needs
    e. Supplier Management Optimizing strategies for win-win relationships with suppliers and business partners

f Value Chain Management Reviewing, managing, aligning, and optimizing the ITC value chain with the delivery of value to the state
g Investment Analysis & Performance Comparison of expected values with actual returns for multiple ITC investments and investment portfolios across multiple time periods to make informed future ITC investment decisions and business value forecasts
h ITC Risk Management Both for operational and project related risks including
a ITC project planning, management, and oversight
b Contingency planning and disaster recovery to ensure the appropriate protection of the state's ITC resources and the appropriate level of continuity of agency operations that depend on ITC resources

10 Provide recommendations on developing a communications plan to disseminate pertinent information to state agencies, and citizens, when appropriate, regarding standards, policies, procedures, service levels, project status, pending and scheduled changes or upgrades, and other important information related to the state's ITC capabilities, services, and plans
11. Provide a recommended plan for implementing all of the recommendations including priority, estimated timeframes, roadmaps, milestones, risks, internal and external resources, and costs
12 Provide a cost-benefit analysis to support all the recommendations including those regarding the reallocation of ITC resources and personnel
13 Provide a calculation of the net savings to be realized through the reallocation and consolidation of information technology and telecommunication resources and personnel after compensating for the costs of
a contracting with a consultant to do the assessment and assist in developing the plan,
b implementing the plan of action, and
c ongoing and incremental costs of the Information Services Division of the Office of State Finance
d All ITC hardware, software, hardware and software maintenance, facilities consulting services, state personnel, telecommunication and data network infrastructure, and all other ITC-related costs should be considered in the calculations
14 Identify and recommend changes and/or improvements to the state's current legislation, procedures, processes, organizational structures, governance boards and committees, practices, tools, technologies, and methods, that are related to achieving the objectives of The Act, the responsibilities of the CIO and ISD, and the plan; including matters concerning ITC procurement and purchasing, contracting and vendor management, budgeting and accounting, ITC project approval and oversight, and decision-making regarding ITC policies, investments, standards, architectures, decisions, and so on
15 Provide a draft of a presentation that will be used to explain the assessment, the plan, and other recommendations to the Governor, the Speaker of the House of Representatives, the President Pro Tempore of the State Senate, and the State Governmental Technology Applications Review Board

C.5. WORK PLAN AND SCHEDULE

1 RFP issued around 18-June-2010
2 Contractor's conference – mandatory – 25-June-2010 from 1-4 PM Central Time, at the Oklahoma State Capitol Building Room 104 - 2300 N Lincoln Boulevard, Oklahoma City, OK
3 Deadline for vendor questions is 4 PM Central Time 25-June-2010 Questions asked at the Contractor's Mandatory Conference will be considered as official questions to the State
4 Bids/proposals in no later than 14-July-10, at 3 00 PM Central Time
5 Awarded no later than 30-July Phase 1 of data collection begins no later than 2-August-2010 – Planning and development
a Obtain data from documents and other resources
b Develop questions and questionnaires for on-line and on-site collection and interviews
c Software developed for primary mass data collection
d Strategy and plan for data collection and analysis finalized
i Preliminary identification of large and high-risk agencies
ii Preliminary categorization of all agencies.
iii Milestones established
iv Timetable established
6 Phase 2 data collection begins no later than 1-September-2010
a Online level 1 – everyone
b Online level 2s – specific triggers (e g , big budget (operations or projects), large size, high risk, data center, main frame, projects, PMO, .)
c Telephone interviews and on-site visits as needed, mostly to level 2s with some sampling of level 1 for verification and validation
d Weekly status reports provided to CIO
7 Preliminary draft delivered 01-December-2010 for vetting and revision.
a. Complete assessment report.
b Strategic plan recommendations, objectives, and priorities, etc
c Draft presentation for the Governor, the Speaker of the House of Representatives, the President Pro Tempore of the State Senate, and the State Governmental Technology Applications Review Board
8. Revision and final report, plan, and presentation completed 28-February-2011
9 Possible additional revisions beyond this date may be required (and if necessary will be billed at the hourly rates provided in the Contractor's proposal).

D. EVALUATION

D.1. EVALUATION AND AWARD

D.1.1. Proposals will be evaluated on the "best value" determination in accordance with the State of Oklahoma Statute Title 74, Section 85

D.1.2. The State reserves the right to request demonstrations and question clarifications from any or all responding Contractors

D.1.3. The State reserves the right to accept or reject any or all proposals or any portion thereof

D.1.4. The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Contractors The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the Contractor(s) shall put such clarifications in writing

D.2 COMPETITIVE NEGOTIATIONS OF PROPOSALS

In accordance with Oklahoma Statutes, title 74 subsections 85 5 J (5) and 85 9D A, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that mitigate the State's risks The State will consider all issues to be negotiable and not artificially constrained by internal corporate policies Negotiation may be with one or more vendors, for any and all items in the vendor's proposal

Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item will face a significant disadvantage and may not be considered If such negotiations are conducted, the following conditions shall apply:

D.2.1. Negotiations may be conducted in person, in writing, or by telephone

D.2.2. Negotiations will only be conducted with potentially acceptable proposals The State reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase.

D.2.3. Terms, conditions, prices, methodology, or other features of the Contractor's proposal may be subject to negotiations and subsequent revision As part of the negotiations, the Contractor may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal

D.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma

D.2.5. BEST and FINAL – The state may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request However, the vendor should not expect that the state will ask for best and finals to give the vendor an opportunity to strengthen your proposal Therefore, the vendor must submit your best offer based on the terms and condition set forth in this solicitation

D.3. SELECTION CRITERIA

D.3.1. Staffing – Capabilities and Qualifications

D.3.2. Schedule, work plan, and availability

D.3.3. Contractor's experience, capabilities, background and references

D.3.4. Response to objectives of the study, assessment report, plan, and legislated directives of HB1170

D.3.5. Price/Cost

D.3.6. Firm's Financial Data – Pass/Fail

NOTE: Refer to Section E for submittal requirements.

D.4. EVALUATION PROCESS

D.4.1. Evaluation Process – Determination of Solicitation Responsiveness

The OSF Contracting Officer will manage the proposal evaluation process An evaluation team will be responsible for evaluating the technical portions of the proposals Cost, Financial Status, and Reference Checks may be completed by a staff member of OSF from the non-technical team

A responsive proposal is defined as a response that meets all the general mandatory requirements as outlined below:

- Responding Contractor Information Sheet complete Form 076

- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- Amendments, if issued, are acknowledged
- All required proposal submittal sections were delivered

Vendor Clarification Submittal Sections were delivered Just clarified w Experis' Capgem

Meeting all requirements outlined above allows the proposal to proceed to the evaluation Failure to meet all of the above may result in the proposal being disqualified from further evaluation and consideration for award

Note: The following evaluation process is not presented in any sequence as any selection process may overlap the other in the evaluation. The state reserves the right to evaluate the Contractor's cost section at any point during the evaluation.

D.4.2. Evaluation - Proposal

The technical section of the proposal is evaluated based on the required submittals in Section E

D.4.3. Evaluation Process - Evaluation of the items identified in the proposal submittal requirements in Section E

D.4.4. Best Value Evaluation of Product/Services

D.4.4.1. Selection

The selection and award of contractor is based upon which Contractor best meets the needs of the State

D.4.5. The state reserves the right to request a 'best and final' offer from one or more contractors

E. INSTRUCTIONS TO SUPPLIER

E.1. INTRODUCTION

Prospective contractors are urged to read this solicitation carefully Failure to do so will be at the contractor's risk Provisions, terms and conditions may be stated or phrased differently than in previous solicitations Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof The contractor is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the state and that verbal communications from whatever source are of no effect In no event shall the contractor's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award Mandatory and Non-Mandatory Terms

E.1.1. Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP Failure to meet any mandatory specification may cause rejection of the Contractor's Proposal

E.1.2. Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection

E.2. PREPARATION OF PROPOSAL

E.2.1. Any usage amounts specified are estimates only and are not guaranteed to be purchased

E.2.2. Information shall be entered on the form provided or a copy thereof

E.3. SUBMISSION OF PROPOSAL

E.3.1. By submitting a proposal, contractor agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.

E.3.2. If a contractor fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the contractor, or an error that reasonably should have been known by the contractor, the contractor shall submit an proposal at its own risk; and if awarded the contract, the contractor shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a contractor takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response

E.3.3. Completeness of proposal(s) It is desirable that the contractor respond in a complete, but concise manner. It is the contractor's sole responsibility to submit information in the proposals as requested by the SOLICITATION The contractor's failure to submit required information may cause their proposal to be rejected However, unnecessary information should be excluded from the contractor's proposal(s)

E.3.4. Copies the contractor's proposal(s) should be paginated and include an original document, plus five (5) copies for a total of six (6) documents The documents front pages should indicate original or copy.

E.3.5. The contractor should include a "machine readable" version, preferably in Microsoft WORD format, on CD or DVD, of the contractor's response

E 4. EXPLANATION TO CONTRACTORS

E.4.1. Contractors who need clarification shall contact the contracting officer shown on the RFP. Oral explanations or instructions will not be binding Any information given a Contractor concerning a solicitation will be provided promptly to all other Contractors as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other Contractors

E.4.2. Contractors who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the State To be considered, a request for review must be received no later than the due date and time for submission of questions The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clanfications through a written amendment to the RFP Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements

E.4.3. General Solicitation Questions – Contractor may submit general questions concerning the specifications of the solicitation These questions will be promptly answered in the form of an Amendment

E.4.4. When posing questions, every effort should be made to be concise and include section references, when possible

E.4.5. Contractors are advised that any questions received after *the Mandatory Contractor's Conference*, will not be answered

E.5. COST OF PREPARING PROPOSAL

All costs incurred by the Contractors for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Contractor(s) The State of Oklahoma will not reimburse any Contractors for any such costs

E.6. PROPOSAL DELIVERABLES

Note Deliverables should be in both hard copy and in a single machine-readable format, preferably in Microsoft Word format, either on CD or DVD

E.6.1. Completed "Responding Bidder Information" DCS/Purchasing Form 076

E.6.2. Amendments, if any are recognized and acknowledged

E.6.3. Completed "Certification for Competitive Bid and Contract" DCS/Purchasing Form 004.

E.6.4. Company Information – Vendor must provide detailed information on their company, including background and relevant history, ownership, number of employees, location, and number of years in existence. The State is not providing a formal response form, therefore any format the Contractor desires is acceptable The Contractor should provide a tabbed section in their response which clearly identifies this as "Company Information".

E.6.5. Availability, Work Plan, and Schedule (including milestones) This should include the approach, processes, methods, and tools to be used Staff availability should be addressed A proposed plan of execution, including deployment of personnel should be included This section should include the process that will be used to collect the data and complete the assessment, and the Contractor's proposed method of periodically communicating status State resource needs should be stated The Contractor will be evaluated based on above factors, and how well they are able to demonstrate their understanding of the scope of work, including requirements and objectives

E.6.6. Firm Experience –Three examples preferably of similar projects must be submitted. The projects submitted for the firm must have been completed by personnel employed directly by the Contractor. For maximum points a full description of the project should be included Contractor should utilize Attachment "A" If Attachment A is not utilized, all of the same information on Attachment A must be provided

E.6.7. Firm References – Three references must be included References provided must contain a contact person with full contact information (i e , contact person's name, title, telephone number, business address, e-mail address, fax number, a brief statement of the nature of the reference and how the requirements were similar to those identified in this RFP, and the date the work was performed) References should be from similar project engagements – Contractor should utilize Attachment "B". If Attachment B is not utilized, all of the same information on Attachment B must be provided Projects should be similar to the one made referenced in this solicitation The State will make three attempts to contact a Contractor's reference, after this time, the Contractor will be given three business days to have the reference contact the State. If the reference is no longer available, the Contractor may select an alternate reference at the same company/firm/agency If the State is still not able to contact the reference an assignment of zero points will be given Only one failed reference attempt is allowable, and more than one may result in the Contractor being disqualified from the evaluation process

E.6.8. Financial Status – Contractor should present information to demonstrate their financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns A certified review may be accepted (clarification may be required) Note This information must be submitted, at the latest, prior to award In the Contractor is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted The State reserves the right to withhold award to a Contractor who is deemed financially weak The State reserves the right to determine financial status at their sole discretion

E.6.9. Resumes – Contractor must provide the resumes of the staff to be assigned to the project Each resume should be no more than three pages in length and contain the information specifically requested below. The team, in total (each resume does not need to have all of the required capabilities), must address ALL of the required capabilities below. The information should be easily located by state personnel Verification may be requested Attachment "C" may be utilized. If the Contractor does not utilize the format as attached, all of the same information must be included for proper evaluation For all key and supplemental personnel information provided must include but is not limited to

E.6.9.1. Professional resumes including education and experiences

E.6.9.2. Anticipated role and responsibilities

E.6.9.3. Anticipated average time commitment per month through project completion

E.6.9.4. Qualifications including but not limited to precisely how each team member meets any of the required and/or desired capabilities

E.6.9.5. Customer references from similar projects (minimum of two)

Required Capabilities Contractor's team assigned to the project must possess certification or experience with application to a project, with the following (listed alphabetically)

1 CMMI for ITC services
2 CMMI for software development and project management
3 COBIT, for ITC governance, management, planning, development, operations, audit, control, and assessment
4 ISO 27001 and 27002, regarding ITC security and risk management
5 ITIL, for managing ITC services, infrastructure, development, and operations
6 MIT CISR's four "operating models" framework and enterprise architecture maturity stage model (Ross, Weill, Robertson)
7 MIT CISR's framework for IT architecture and infrastructure (Weill, Subramani, Broadbent)
8 PMBOK for ITC project management
9 Statistical analysis
10 Survey and questionnaire development
11 TL 9000, for telecommunications quality management
12 TSP and PSP, for software project personnel

Desired Capabilities It is desired that the Contractor's team assigned to this project possess certification or experience with application to a project with the following (listed alphabetically)

1 ANSI and NIST – ITL standards and publications regarding secure and reliable ITC including but not limited FIPS Publications issued by NIST pursuant to Section 5131 of the Information Technology Reform Act of 1996 (Public Law 104-106) and the Federal Information Security Management Act of 2002 (Public Law 107-347)
2. Balanced Scorecard and IT Balanced Scorecard
3 CERT's OCTAVE methods (Operationally Critical Threat, Asset, and Vulnerability Evaluation)
4 CERT's Resilience Management Model (CERT-RMM).
5 CERT's Security Quality Requirements Engineering (SQUARE)
6 CERT's Survivability Analysis Framework (SAF)
7 CGEIT certification in IT Governance
8 CISA certification
9. CISM certification in IS Security Management
10 COBIT Process Models
11. CRISC certification in Risk and IS Controls
12 ISO 15504, for Software Process Improvement Capability Determination
13 ISO 19770-1, as applied to software portfolio and ITC asset management
14 ISO 20000, as applied to ITC service management
15 ISO 38500, regarding governance of ITC
16 ISO 9000, as applied to software development, project management, and ITC operations
17. IT-CMF, for assessing the maturity of 36 "critical" ITC management processes and capabilities
18 King III, for corporate governance
19 MIT CISR's framework for IT portfolio management (Weill, Broadbent)
20 MIT CISR's governance styles and decision domains (Weill)
21 RACI Charts, as a method of documenting responsibilities
22 RiskIT, extension of COBIT concerned with managing ITC risk.
23 The SABSA framework for security architecture and security service management
24 VALIT, extension of COBIT concerned with value, security, and risk management

E.6.10. Survey and Questionnaire Development and Administration Contractor should utilize Attachment "D" for their response If Attachment D is not utilized, all areas identified in the attachment must be addressed in the Contractor's response. The State encourages the Contractor to add additional items for consideration NOTE The State can provide online survey capabilities including deploying the survey questionnaire

E.6.11. Pricing – Separate Sealed Envelope, refer to Section H

E.6.12. Some additional pertinent legislative and background information is provided as follows

Appendix "A" –" Legislated Responsibilities of the CIO".

Appendix "B" – "Overview of the State" including "Background Information about State Agencies"

A complete copy of the Act – "HB 1170 – Oklahoma Information Services Act" is located at.
http //www.oscn net/applications/oscn/deliverdocument asp?cite=+2009+O S L +451

Note Failure of the Contractor to submit information the State needs to complete the evaluation (areas of point assignment) will result in disqualification of the Contractor, with no further considered for award Receipt of falsified information at any point during

the evaluation may result in disqualification of the Contractor, at the State's sole discretion The Contractor must disclose any current or pending contractual relationship(s) with any other state agency(ies) regarding ITC or other activities described in this RFP

E 7. NOTICE OF AWARD

A notice of award in the form of a PO or contract resulting from this SOLICITATION will be furnished to the successful contractor and shall result in a binding contract

F. CHECKLIST

Refer to the submittal requirements in Section "E"

G. OTHER

None

H. PRICE AND COST

The Contractor's cost must be submitted in a sealed separate envelope The envelope should be clearly marked with the Contractor's name, and the due date and time The cost proposal must be totaled for clear identification of the total amount the Contractor is proposing

The Contractor must identify their firm fixed price for all deliverables required within the time frame specified This cost will include all associated expenses.

The Contractor must provide a proposed payment schedule with their price section

In addition to the above, the Contractor must provide their proposed hourly rates, with their cost proposal This may be required in the event that additional effort is needed due to contract extension or additional changes to the report beyond final submission If this occurs the Contractor will be paid for any associated travel at cost, and documented receipts will be provided at the time of billing

The State will withhold a 20% retainer until final approval and acceptance of the report

Since time is of the essence due to legislated deadlines, bonuses or incentives may be used for staying on schedule, and penalties may be assessed for schedule slippage (including possible termination) Contractors are invited to include recommendations for such incentives in their submission

Attachment A
Experience - Firm

1.
Project description:
State government project: Yes or No.
Client's name:
Client's phone number:
Project completion Date:
If project not completed, provide projected completion date:

2.
Project description:
State government project: Yes or No.
Client's name:
Client's phone number:
Project completion Date:
If project not completed, provide projected completion date:

3.
Project description:
State government project: Yes or No.
Client's name:
Client's phone number:
Project completion Date:
If project not completed, provide projected completion date:

Attachment B
Firm References

Reference 1.
Company Name:
Contact Person Name:
Contact Person Title:
Contact Person Business Address:
Contact Person Email:
Contact Person Phone Number:
Fax Number:
Date Work Performed:
Brief statement of the nature of this reference's business and how their requirements are similar to those in the proposal:

Reference 2.
Company Name:
Contact Person Name:
Contact Person Title:
Contact Person Business Address:
Contact Person Email:
Contact Person Phone Number:
Fax Number:
Date Work Performed:
Brief statement of the nature of this reference's business and how their requirements are similar to those in the proposal:

Reference 3.
Company Name:
Contact Person Name:
Contact Person Title:
Contact Person Business Address:
Contact Person Email:
Contact Person Phone Number:
Fax Number:
Date Work Performed:
Brief statement of the nature of this reference's business and how their requirements are similar to those in the proposal:

Attachment C
Resumes

Name

Education

Anticipated Role and Responsibilities

Anticipated Average Time Commitment per Month through Project Completion.

List Qualifications, including precisely which of the required capabilities (and desirable capabilities) met.

Required Capabilities

Desired Capabilities

Customer References – Minimum of two references with contact name, address, email, fax, and phone number.

Each Resume should not exceed three pages and clearly demonstrate the requirements. Excessive information, outside of that requested, is not desired.

Attachment D: Sample Assessment Survey Outline

All items below must be included in the Contractor's suggested survey submission. Additional items for consideration are desirable.

Topics / Areas / Categories of Assessment and of Strategic Plan Recommendations – Contractor to provide Detail for each Category.

A. Current State (as-is) of CAPABILITIES / PRACTICES – high level categories only:

1) Structure of IT departments – who reports to whom?
2) Governance of IT – how are decision made, who decides, who has influence?
3) What is the current state of IT management? The quality and standards of performance?
4) What is the state of the current IT plan?
5) How are IT financial operations currently managed?
6) How are IT vendor contracts, risks, and relations currently managed?
7) How is IT (and enterprise operational) risk managed?
8) How is Business Continuity and IT Disaster Recovery managed?
9) What is the current state of IT security management (including access and privacy protection)?
10) What is the current state of IT project management? What processes, practices, and tools are currently used?
11) How are architectures and standards developed and managed and what are they currently for technology, personnel, contractors, …?
12) What is the state of current software development, integration, and maintenance practices? What processes, practices, and tools are currently used?
13) How are software applications currently managed?
14) How are IT activities currently monitored, assessed, audited, and evaluated? How is IT performance measured?
15) What are the current processes, practices, tools, and standards for managing IT Operations including both technical quality and service quality?
16) What are the current processes and practices for managing the IT workforce and IT human resources?
17) What are the current capabilities of the IT workforce?
18) Complete inventory of all hardware, software, networks, facilities, etc…
19) Complete spending estimates – operations, personnel, projects, vendors, etc …
20) Complete inventory of current IT project portfolio – status (on time, on budget, on target), cost. Indicate which projects are required because of federal mandates or requirements.
21) Existing Agency Vendor Contracts
22) How much of your IT budget is federally funded

B. <u>Current State (as-is) IT PERFORMANCE ASSESSMENT</u>

1) Overall user satisfaction
    a. internal agency users
    b. internal agency leadership

c. other state government users
d. external users – citizens

2) IT Performance – relative to stated service level targets
3) IT Resource utilization – cost-benefit
4) IT core capabilities assessment

APPENDIX "A" – LEGISLATED RESPONSIBILITES OF THE CIO

CIO responsibilities, the performance of many of which must be included in the plan and recommendations, are delineated in various sections of The Act, including but not limited to sections that amend or revise pre-existing legislation. These responsibilities include but are not limited to the following:

1. The CIO is directed to act as the information technology and telecommunications purchasing director for all state agencies. CIO is the sole and exclusive authority responsible for acquisitions of ITC equipment, software, products, peripherals, and services used or consumed by state agencies.
    a. State agencies are prohibited from:
        i. Creating positions or the filling of vacant information technology positions without written authorization of the CIO.
        ii. Spending more than $10,000 (which shall include the acquisition amount, service costs, maintenance costs, or any other costs or fees associated with the acquisition and "total costs of ownership" of the services or equipment) for the acquisition, development, or enhancement of any ITC resources (including but not limited to hardware, software, networks voice, data, radio, video, Internet, eGovernment, printers, scanners, copiers, and facsimile systems), or any contract for information technology services or equipment without written authorization from the CIO.
        iii. This is not applicable to any member of the Oklahoma State System of Higher Education, or any public elementary or secondary school in the state. or technology center school district, or to the telecommunications network known as OneNet.
    b. State agencies may enter into interagency contracts to share communications and telecommunications resources for mutually beneficial purposes. The contract shall clearly state how its purpose contributes to the development or enhancement or cost reduction of a state network which includes voice, data, radio, video, Internet, eGovernment, or facsimile systems. The contract shall be approved by the Information Services Division before any payments are made.
    c. No state agency shall use state funds or enter into any agreement for the acquisition, development or enhancement of a public safety communication system unless the request is consistent with the Statewide Communications Interoperability Plan and the public safety communications standards issued by the Oklahoma Office of Homeland Security.
    d. No state agency, the Purchasing Division of the Department of Central Services, nor the Information Services Division of the Office of State Finance, unless otherwise provided by federal law, shall enter into a contract for the acquisition of customized computer software developed or modified exclusively for the agency or the state, unless the vendor agrees to place into escrow with an independent third party the source code for the software and/or modifications.
2. The CIO is responsible for enforcing that state agencies comply with information security and internal control standards.

k. Direct the development, implementation, and management of appropriate standards, policies, and procedures to ensure the success of all state ITC initiatives.
l. Recruit, hire, and transfer the required technical staff in ISD to support ISD-provided services and the execution of the strategic ITC plan.
m. Ensure quality and efficient operation of ISD.
n. Create and implement a communication plan that disseminates pertinent information to state agencies on standards, policies, procedures, service levels, project status, and other important information to ISD customers and other agency users of ITC resources.
o. Provide for agency feedback and performance evaluation by ISD customers.
p. Develop, implement, and recommend training programs for state agencies using shared services of ISD as well as those requiring other ITC training.
q. Approve the purchasing of all ITC products and services for all state agencies.
r. Develop and enforce an overall infrastructure architecture strategy and associated roadmaps for desktop, network server, storage, and statewide management systems for state agencies.
s. Manage the design, implementation, and support of an adaptable, scalable, and highly available ITC infrastructure for state agencies.
t. Define and implement a governance model for requesting services and monitoring service-level metrics for all shared services.
u. Create an ISD budget each year for the Legislature.
v. Coordinate information technology planning through analysis of the long-term information technology plans for each agency.
w. Develop a statewide information technology plan with annual modifications to include, but not be limited to, individual agency plans and information systems plans for the statewide electronic information technology function.
x. Establish and enforce minimum mandatory standards, that shall be the minimum requirements applicable to all agencies, for:
    i. information systems planning,
    ii. systems development methodology,
    iii. documentation,
    iv. hardware requirements and compatibility,
    v. operating systems compatibility,
    vi. acquisition of software and, hardware acquisition and technology-related services,
    vii. information security and internal controls,
    viii. data base compatibility,
    ix. contingency planning and disaster recovery,
    x. imaging systems, copiers, facsimile systems, printers, scanning systems and any associated supplies.
    xi. Individual agency standards may be more specific than statewide requirements but shall in no case be less than the minimum mandatory standards. Where standards required of an individual agency of the state by agencies of the federal government are more strict than the state minimum standards, such federal requirements shall be applicable.

y. Develop and maintain applications for agencies not having the capacity to do so.
z. Operate an information technology service center to provide operations and hardware support for agencies requiring such services and for statewide systems.
aa. Facilitate ITC resource and capability sharing across and among agencies by:
    i. Maintaining a directory of the following which have a value of $500.00 or more: application systems, systems software, hardware, internal and external information technology, communication or telecommunication equipment owned, leased, or rented for use in communication services for state government, including communication services provided as part of any other total system to be used by the state or any of its agencies, and studies and training courses in use by all agencies of the state.
    ii. Facilitating the utilization of the resources by any agency having requirements which are found to be available within any agency of the state.
bb. Assist agencies in the acquisition and utilization of information technology systems and hardware to effectuate the maximum benefit for the provision of services and accomplishment of the duties and responsibilities of agencies of the state.
cc. Coordinate for the executive branch of state government agency information technology activities, encourage joint projects and common systems, and linking of agency systems through the review of agency plans, review and approval of all statewide contracts for software, hardware and information technology consulting services and development of a statewide plan and its integration with the budget process to ensure that developments or acquisitions are consistent with statewide objectives and that proposed systems are justified and cost effective. The Act requires that all agencies of the executive branch of the state submit to the ISD by 1-July of each year a one-year operations plan, which shall include as a minimum an overview of major projects and objectives, the cost per category of hardware, software, services and personnel, and such other information as the ISD may require for analysis and consolidation into a statewide telecommunications and electronic information technology plan.
dd. Develop performance reporting guidelines for information technology facilities and conduct an annual review to compare agency plans and budgets with results and expenditures.
ee. Establish operations review procedures for information technology installations operated by agencies of the state for independent assessment of productivity, efficiency, cost effectiveness, and security.
ff. Establish service center user charges for billing costs to agencies based on the use of all resources.
gg. Provide system development and consultant support to state agencies on a contractual, cost reimbursement basis.
hh. In conjunction with the Oklahoma Office of Homeland Security, enforce the minimum information security and internal control standards established by the Information Services Division.
    i. An enforcement team consisting of the CIO or a designee, a representative of the Oklahoma Office of Homeland Security, and a representative of the

Oklahoma State Bureau of Investigation shall enforce the minimum information security and internal control standards.

ii. If the enforcement team determines that an agency that is not in compliance with the minimum information security and internal control standard, the Chief Information Officer shall take immediate action to mitigate the noncompliance, including the removal of the agency from the infrastructure of the state until the agency becomes compliant, taking control of the information technology function of the agency until the agency is compliant, and/or transferring the administration and management of the information technology function of the agency to the Information Services Division or another state agency.

ii. The Information Services Division of the Office of State Finance is authorized to:

i. Develop and publish a state policy and procedures for the destruction or disposal of all electronic storage media to ensure that all confidential information stored on such electronic media devices is destroyed or disposed of in a secure and safe manner.

ii. Define the requirements for the secure destruction or disposal of electronic storage media.

iii. Assist the Department of Central Services in implementing the policy and procedures for the destruction or disposal of state electronic storage media.

1. The Department of Central Services shall remove all electronic storage media from all surplus information technology and telecommunication equipment before it is sold, donated, stored, or destroyed.
2. A state agency may remove electronic storage media from their surplus information technology and telecommunication equipment prior to sending the surplus to the Department of Central Services, so long as the agency has the technical expertise for removal and that the electronic storage media is sent for destruction or disposal as provided for in The Act.

iv. Notify all agencies, boards, commissions, and authorities of the policy and procedures for the secure and safe destruction or disposal of electronic storage media.

7. The CIO and the ISD of the OSF are subject to the Oklahoma Central Purchasing Act and the Public Competitive Bidding Act of 1974, the Oklahoma Lighting Energy Conservation Act, and the Public Building Construction and Planning Act.

APPENDIX "B" – OVERVIEW OF THE STATE INCLUDING BACKGROUND INFORMATION ABOUT STATE AGENCIES

State agencies shall include any office, officer, bureau, board, commission, counsel, unit, division, body, authority, or institution of the executive branch of state government, whether elected or appointed.

1. There are approximately 130 state agencies. The state agencies employ approximately 40,000 employees; the smallest agency having one (1) employee and the largest approximately 8,500 employees. The largest 20 agencies have at least 400 employees, and the next largest 20 agencies between 100 and 400 employees.
2. It is estimated that in fiscal year 2010 the state will spend approximately $350,000,000 on ITC operations and an additional $300,000,000 on ITC projects, not including the costs of state personnel. It is estimated that the state employs approximately 1,500 ITC personnel.
3. The assessment shall include the information technology and telecommunication system of all state agencies and institutions within the Oklahoma State System of Higher Education, the Oklahoma State Regents for Higher Education and the telecommunication network known as OneNet. There are 33 higher education institutions employing approximately 52,800 employees.
4. The plan of action for the Department of Human Services shall not be implemented until 1-July-2011.
5. The Oklahoma State System of Higher Education, the Oklahoma State Regents for Higher Education, and the telecommunication network, known as OneNet, are included in the assessment; however, they shall be excluded with regard to the implementation plan.

3. CIO is a member of the Electronic and Information Technology Accessibility Advisory Council.
4. CIO is a cabinet Secretary within the Governor's cabinet which includes responsibility for the Information Services Division and all the functions of all executive agencies, boards, commissions, and institutions related to information technology and telecommunications.
5. CIO is responsible for:
    a. Establishing and implementing changes and a system to assess the charges to state agencies for their use of shared ITC resources. ISD, as per Section 41.5a-1 of The Act, is responsible to render a statement each month to state agencies for ITC services and resources which were furnished.
    b. Establishing, implementing, and enforcing policies and procedures for the development and procurement of an interoperable radio communication system for state agencies, in coordination with local government entities.
    c. Preparing an annual report detailing ongoing net savings attributable to the reallocation and consolidation of ITC resources and personnel, to be presented to the Governor, Speaker of the House of Representatives, and the President Pro Tempore of the State Senate.
6. The Information Services Division of the Office of State Finance is under the administrative control of the CIO. Responsibilities of the ISD include:
    a. Establish and enforce minimum standards for the acquisition of technology-related services and imaging systems, copiers, facsimile systems printers, scanning systems, and any associated supplies.
    b. Review and approve all statewide contracts for software, hardware, and information technology consulting services.
    c. Manage the installation, maintenance, and administration of the state portal system. State agencies, boards, commissions or other authorities are prohibited from entering into agreements for the development of, enhancement to, or maintenance of an electronic portal system without the written authorization of the ISD.
    d. Formulate and implement an ITC strategy for all state agencies and create a plan to ensure the alignment of current systems, tools, and processes with the strategic ITC plan for all state agencies.
    e. Define, design and implement a shared services statewide infrastructure and application environment for ITC for all state agencies.
    f. Develop and operate a scalable telecommunications infrastructure that supports data and voice reliably and securely.
    g. Supervise all applications development processes for applications used in more than one agency.
    h. Provide for the professional development of the state's ITC personnel including those in ISD.
    i. Evaluate all ITC investments for all state agencies.
    j. Set directions and provide oversight for the support and continuous upgrading of current ITC infrastructure of the state to support enhanced reliability, service levels, and security.

AMENDMENT TO SOLICITATION

DATE OF ORIGINAL RFP SOLICITATION: June 18, 2010

DATE OF AMENDMENT: July 2, 2010

SOLICITATION NAME: CIO Assessment Study

AMENDMENT NUMBER 1

HOUR AND DATE SPECIFIED FOR RECEIPT OF OFFERS CHANGED X NO ___YES

IF YES DATE AND TIME CHANGED TO_____

Pursuant to OAC 580: 15-4-5(c)(5), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers who attended the Mandatory Contractor's Conference June 25, 2010. Suppliers submitting bids shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows.

1) Sign and return a copy of this amendment with the solicitation response being submitted; or
2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope
3) Description of the Amendment is attached, and is to be incorporated into the bid
4) ISSUED BY AND RETURN TO.
   OFFICE OF STATE FINANCE
   Alana Owen
   2209 N Central Avenue
   Oklahoma City, OK 73105
   405-522-2423
   Contracting Officer's email for clarification: alana.owen@osf.ok.gov
5) All other Terms and Conditions remain unchanged.

_____Date_____
Supplier Company Name (Print)

_____
Supplier Title

_____
Authorized Representative Signature

Questions and Answers.

1) OSF Clarification on Section H – Pricing.

Remove all of the existing language in Section H and replace it with the following:

The Contractor's cost proposal must be submitted in a sealed envelope separate from the other required proposal sections. The envelope should be clearly marked with the Contractor's name and the proposal due date and time

Hourly rates and total hours of the proposed personnel must be included within the Contractor's pricing section. Travel and other related expenses should be separated out within the Contractor's cost proposal, and identified as an amount not to exceed The cost proposal must be totaled for clear identification of the total amount the Contractor is proposing through project completion (final report submission identified as 2/28/11 in Section C 5 of the RFP)

When billing for travel and other expenses the Contractor will invoice the State for the actual charges incurred, with receipts and other supporting documentation. The total amount for labor, travel, and expenses billed, can not exceed the amount identified in the Contractor's cost proposal

If a contract extension is required beyond the final report submission, the Contractor will be paid for the hours and expenses as agreed to in writing, at the rates identified in the Contractor's cost section of their proposal.

The State will withhold a 20% retainer until final approval and acceptance of the report. Since time is of the essence due to legislated deadlines, bonuses or incentives may be used for staying on schedule, and penalties may be assessed for schedule slippage (including possible termination). Contractors are invited to include recommendations for such incentives in their submission.

2) QUESTION - Will the awarded vendor for this solicitation be precluded from any additional work for the State of Oklahoma related to the State's IT organization?
   ANSWER: NO. The Contractor selected for award of this RFP will not in any way be precluded or favored at any point in the procurement process, including a later date when the recommendations of the study are being considered or acted upon.

3) QUESTION - We'd appreciate knowing the number of potential bidders who received the RFP package.
   ANSWER. The State's solicitation files are closed until after award.
4) QUESTION - On the Responding Bidder Form, item #5 as for "Registration with the Secretary of State" filing number. Is it correct to interpret this as filing is not required in order to submit a proposal/RFP response?
   ANSWER: If the "No" Option is selected regarding current registration; the vendor will be required to register or provide the acceptable exemption prior to award.

5) QUESTION - On the Responding Bidder Form, item #4 asks for "Oklahoma Sales Tax Permit" number. We do not have a Tax Permit number at this time - is this required in order to submit a proposal/RFP response?
ANSWER: You may still submit a bid; the Tax Permit needs to be submitted prior to award.
To what extent is the current ITC environment documented?
ANSWER: The OSF environment is documented The extent of documentation for other agencies and higher education institutions is not known at this time

6) Are the data gathering methods planned in Phase I intended to be used solely for the purpose of this project or in an ongoing fashion?
ANSWER: No definitive decision has been made at this time. Currently the needs are for the study.
7) To what extent will it be necessary to go outside of ITC support team to individual agencies (130) for information?
ANSWER: It will be necessary to survey all the agencies and higher education institutions. Depending on the responses to the survey you may have to contact or visit the responders for clarification and non-responder to obtain the data you need to develop your plan
8) Have you identified resources/leaders required to participate in the assessment (e.g. Project Management, Software Development, Architecture, etc.)? If so, can you provide an organizational chart?
ANSWER The State has personnel identified to be assigned to the project The State has asked the Contractor to identify what resources they will need for project completion refer to Section E 6.5 of the RFP.
No organization chart is available
9) Do you anticipate using any 3rd parties to manage and/or support the future state ITC operations?
ANSWER. The State has no preconceived notions at this time. Decisions will be made following completion of the study

10) Do you have a detailed budget with breakdown of current spend available? (E.g. telecommunications, user support/help desk, server support/data center, applications support, development, etc.)
Answer No additional budgetary information is available at this time Once the award is done the State will share all information that is available.
11) Has the state established a budget for this project and can that information be shared with the bidders?
ANSWER: The state has budgeted for this project. The budgeted amount cannot be shared with the bidders. The bidders should provide their best cost proposal to meet the objectives of the study.
12) Is the use of outsourcing an acceptable (potential) means for achieving the objectives of the Act – e g , reducing costs, improving services, reducing risks, etc ?
ANSWER: The contractor is free to make any recommendations that the contractor believes will achieve the objectives of the Act.
13) Will consultants who provide services or technical assistance in this project be precluded from award of contracts related to implementing elements of the resulting approved plan?

ANSWER. NO. The Contractor selected for award of this RFP will not in any way be precluded or favored at any point in the procurement process, including a later date when the recommendations of the study are being considered or acted upon.

14) Has the state identified a team for this project, and can the state provide the number and roles and responsibilities of the state team members – and what organizations/agencies they are associated with?
ANSWER: The State has personnel identified to be assigned to the project The State has asked the Contractor to identify what resources they will need for project completion, refer to Section E 6.5 of the RFP.
15) Is it accurate to assume there will be a state project team that will be responsible for identifying and facilitating access to appropriate state agency staff to support the assessment data collection activities?
ANSWER: Yes
16) Has the State previously performed any of the inventories, surveys, listings or assessments referenced in **C.3.1**? If so, how recently was each one performed?
ANSWER: NO. The state has not done any statewide inventories, surveys, listings or assessments.
17) Will the work to be performed in **C.4** (The Plan) be a collaborative effort with the state project team, or is the consultant to develop the draft/preliminary plan independently, which will be presented for "vetting and revision" as indicated in **C.5.7**? If this is a collaborative effort, will the role of the consultant be to lead/facilitate development of the plan, or advise the state project team as they define the plan?
ANSWER: The contractor is to develop the preliminary plan and present to the CIO for review and comment. The state will collaborate with the contractor
18) Is the awarded consultant required to develop the software referenced in **C.5.5.b** – or is that a task that the state will perform?
ANSWER: The contractor will develop the survey instrument The state will develop the software.
19) Is it acceptable to submit resumes only for those consultants who will be directly interfacing with state personnel? Our firm often utilizes a leveraged support function for market research and analysis and one or more members of that team may perform some work remotely for this project - it is difficult, at this time, to determine/identify which members of this remote support team, if any, may become involved in this project.
ANSWER: Please provide the resumes of the staff you anticipate being assigned to the project, and best demonstrates the team's abilities in accordance with section E.6.9 of the RFP.
20) If customer references are not provided that address all the Required Capabilities list in **E.6.9.5**, will that result in the response being disqualified/rejected – or will that only impact evaluation scoring?
ANSWER: The required capabilities must be demonstrated by the team to be considered for award. Each team member does not need to have all of the required capabilities but the entire team must demonstrate all of the required capabilities collectively. Demonstration of a required capability on a project could be as simple as applying the concepts mentioned to a given project.

21) Please clarify if the item "Customer References" in **Attachment C** (Resumes) is intended to be a personal reference for the consultant, or reference to a relevant consulting project?
ANSWER: References mentioned in Attachment "C" (2 minimum) must be for the individual employee whose resume is being evaluated
22) Section C 3.1 In regards to the online survey, does OSF have a legacy or preferred online survey tool?
ANSWER: No preferred tool.
23) Section C.3 1 is there any assessment related information already available that will be made available to bidders?
ANSWER Not at this time.
24) Section A.30 Preclusion from resulting contracts Contractor may consider a sub-contractor, is there a list of vendors that are precluded from working on this project?
ANSWER: The State is not aware of any at this time. Upon submission, and prior to award, the State will however, verify that the State Purchasing Director has not suspended or debarred the selected Contractor or sub-contractor,
25) Section A 49 Offshore Services, please clarify, if the Contractor is an international company, is it permissible for the Contractor to utilize offshore employees of the Contractor?
ANSWER: The State would need to know the specific details and discuss this with the Contractor in detail prior to award The State would advise the Contractor at this point not to include offshore employees in the team established with their proposal.
26) Please clarify language in Section C 1, under 1 b Where it says "Assessment of the implementation of the transfer, coordination, and modernization, etc " does this refer to creating the plan?
ANSWER: Yes
27) Proposal deliverables page 22 of 25 Questions E.6.5 and E 6 6 should the companies used as examples in firm experience be different than those provided as references or can they be the same?
ANSWER: E.6.6. and E.6.7 refers to the firm's experience and references For consistency in demonstrating the experience and references as the same companies would simplify the process, but is not required. The State may confirm both the experience and reference sections identified by the Contractor. The Contractor should follow the instructions provided in the RFP, while best demonstrating their capabilities.
28) Questions E.6.8 our firms financials are hundreds of pages. Is it acceptable to provide a link to our 10k or annual report for the last three years in lieu of printing them in order to reduce paper and the size of submission?
ANSWER: At this point of the procurement process the link is acceptable The Contractor may be required however, to submit all documents required prior to award, as stated in the RFP.
29) Section H. PRICE AND COST (Cost Submission) for the entire submission package, there is only one (original) cost proposal document submitted in the described

separate sealed envelope There are no copies to be provided within or elsewhere. Is this correct?
ANSWER: Per Section E 3.4, the Contractor is to submit ~~and~~ one original and five copies of all documents, including the Price and Cost Section.

30) General Question - The contractor who wins the contract creates "The Plan" as described in section C.4 Will this exclude the contractor from any follow-on work (RFPs) that require contractor support when The Plan is implemented?
ANSWER. No Refer to previous questions and corresponding answers above.

31) Surveying Question - Who would be the intended target of the surveys; Limited to Management and IT personnel of the individual 134 agencies, or will surveys be expected to be distributed to all State personnel?
ANSWER: This will depend upon the data the contractor needs in order to develop the plan.

32) Surveying Question - What would be the tolerance rate for receipt of completed surveys?
ANSWER: The state project team will work with the state agencies and higher education institutions to obtain a response to the survey.

33) What is the relationship of OneNet?
ANSWER: ONENET and OSF work as a team to provide the telecommunications and Internet services needed by state agencies. If additional information about ONENET is needed, it can be found at www.onenet.net

34) Survey Question - Is the State expecting to retain all records from the Survey? Are we to tally the surveys for the Plan and also submit all of the Surveys?
ANSWERS: The state will retain all survey records The contractor is to tally the survey results and submit the results to the state.

35) Survey Question - Can the Surveys be administered by a Contracted Survey organization?
ANSWER The state reserves the right to negotiate the conduct of the survey before contract award.

36) Section E.6.9.5 – Required Capabilities (line item 11) - Why is TL9000 for telecommunications quality management a requirement?
ANSWER: The CIO is responsible for all telecommunications for the state

37) Cost Savings Proposed by "The Plan" Who will do the analysis to determine if "The Plan" reduces costs according to expectations?
ANSWER: The plan's proposed savings will be reviewed by the CIO's staff before the plan is accepted by the CIO and presented to the State Governmental Technology Applications Review Board.

38) Appendix "B" line item four – The plan of action for Dept of Human Services shall not be implemented until 1-July-11. Can you provide information as to why the Department of Human Services has a specified date as to when the plan of action can be implemented?
ANSWER The exact reasons why the bill was written this way are not available

39) General question to help us understand travel expenses - According to A.10 3, all travel expenses shall be a part of the total bid price. Can you provide a list of the locations of all State agencies, and higher education-related institutions that may require travel for an onsite visit during the data-gathering phase to help us better understand the travel requirements?
ANSWER. The major state agencies are located in Oklahoma City. The University of Oklahoma is located in Norman, OK and the Oklahoma State University is located in Stillwater, OK.

40) General Question concerning C.4 Scope of Work - In determining the way the RFP reads, do we have to identify any gaps between The Act and the scope of the RFP, and if we identify any gaps, are they inherently in the scope of the RFP?
ANSWER. Any gaps identified by the Contractor are inherently in the scope of the RFP

41) How many state agencies exist out of the OKC area that requires travel costs?
ANSWER; See answer to question 39.

42) Is there an org. chart for both State agencies as well as the OK State of Higher Education and associated institutions that might explain how much travel would be required for the assessment phase?
ANSWER: No

43) We would like to know if the pre-bid conference sign-in sheets from this afternoon's conference will be scanned and provided as part of the first addendum to the RFP.
ANSWER: The list is attached to this Amendment.

44) Please clarify what is expected as a response to Attachment "D" the Assessment.
ANSWER. The State expects the bidders to respond to Attachment "D" by expanding upon each of the categories in the example included in the RFP in order to obtain the data necessary to complete the assessment and prepare the plan. In addition, bidders should also include additional ideas and categories for consideration.

Attachment D: Capgemini's Technical Proposal

July 14, 2010

Capgemini
CONSULTING TECHNOLOGY OUTSOURCING
Capgemini Government Solutions LLC
2250 Corporate Park Drive Suite 410 • Herndon, VA 20171
Phone 571-336-1600 • Fax 571-336-1700
www capgemini-gs com

July 14th, 2010

Ms. Alana Owen
Office of State Finance
2209 North Central Avenue
Oklahoma City, OK 73105
alana.owen@osf.ok.gov

REF: Solicitation Issued for an Assessment Study, Report, and Plan

Ms. Owen:

Capgemini Government Solutions LLC, a member of the Capgemini global family of companies ("Capgemini"), is pleased to respond to the Request for Proposal issued by the State of Oklahoma ("the State") for an assessment, study, report and plan.

With a global workforce of more than 92,000 employees in 34 countries and annual revenues exceeding $12 billion, Capgemini is one of the world's largest providers of consulting, technology, and outsourcing services. This experience enables us to provide the State with resources who have successfully delivered similar services at large organization comparable to the State, information regarding leading practices, and proven tools and methodologies tailored for the unique requirements of this project. In fact, we have assisted more than **1,000 clients** in the past 15 years, across **$150 billion** in annualized expenditures.

We understand that the State requires a comprehensive assessment and analysis of its information technology and telecommunications systems. The State needs a practical short- and long-term plan of specific recommendations for modernization of its systems, infrastructure, and services that will lead to tangible cost savings and additional value added services for its citizens. Our team will apply a holistic view into the ways that the State creates demand and requirements for information technology and telecommunications hardware, software, and services. By investigating and understanding **how** and **why**, our team will identify and prioritize value creation opportunities.

We stand ready to further discuss our solution and thank you for the opportunity to respond. Please do not hesitate to contact me, should you desire additional information. I can be reached at 708-267-7903 or via e-mail at jose.garcia@capgemini-gs.com.

Sincerely,

Jose Garcia

Jose Garcia
Vice-President, State and Local Government

Capgemini

CONSULTING.TECHNOLOGY.OUTSOURCING

July 14, 2010 | Technical Proposal

The State of Oklahoma Assessment Study, Report, and Plan

Submitted by:

Capgemini Government Solutions LLC
2250 Corporate Park Drive, Suite 410
Herndon, VA 20171

Table of Contents

Table of Figures

A Responding Bidder Information

This section includes a completed Responding Bidder Information DCS/Purchasing Form 076 as required by the solicitation.

State of Oklahoma
Office of State Finance

Responding Bidder Information

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** Assessment Study, Report, and Plan

2. **Bidder General Information:**

FEI / SSN : 42-1564752 VEN ID: See below

Company Name: Capgemini Government Solutions LLC

3. **Bidder Contact Information:**

Address: 2250 Corporate Park Drive, Suite 410

City. Herndon State: VA Zip Code 20171

Contact Name Mr Jose Garcia

Contact Title Vice-President, State and Local Government

Phone #: 708-267-7903 FAX#: 571-336-1700

Email. jose.garcia@capgemini-gs com Website. www.capgemini-gs com

4. **Oklahoma Sales Tax Permit[1]:**

☐ YES – Permit #: Prior to award

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State:**

☐ YES - Filing Number: _____

☒ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (http://www.sos.ok.gov or 405-521-3911)

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☒ YES – include a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2 6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)[2]

Authorized Signature — July 13, 2010 (Date)

Jose Garcia (Printed Name) — Vice-President, State and Local Government (Title)

[1] For frequently asked questions concerning Oklahoma Sales Tax Permit, see http://www.tax.ok.gov/faq/faqbussales.html
[2] For frequently asked questions concerning workers' compensation insurance, see http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html

DCS/PURCHASING - FORM 076A (06/2010) **PAGE 1 OF 1**

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/13/2010

PRODUCER
Aon Risk Services Central, Inc
Philadelphia PA Office
One Liberty Place
1650 Market Street
Suite 1000
Philadelphia PA 19103 USA
PHONE (215) 255-2000 FAX (215) 255-1893

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: New Hampshire Ins Co	23841
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Capgemini Government Solutions LLC
623 Fifth Avenue
33rd Floor
New York NY 10022 USA

Holder Identifier :

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	
						DAMAGE TO RENTED PREMISES (Ea occurrence)	
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	
						GENERAL AGGREGATE	
						PRODUCTS - COMP/OP AGG	
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		EXCESS / UMBRELLA LIABILITY OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION				EACH OCCURRENCE	
						AGGREGATE	
A		WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WC024549357	05/08/2010	05/08/2011	X WC STATUTORY LIMITS ☐ OTHER	
A		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH)	WC024549358	05/08/2010	05/08/2011	E.L. EACH ACCIDENT	$1,000,000
A		If yes, describe under SPECIAL PROVISIONS below	WC024549360	05/08/2010	05/08/2011	E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
		OTHER					

Certificate No : 570039615569

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Evidence of Workers' Compensation coverage in force

CERTIFICATE HOLDER

State of Oklahoma
Office of State Finance
2209 N Central Ave
Oklahoma City OK 73105 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: Aon Risk Services Central, Inc.

ACORD 25 (2009/01)

Attachment to ACORD Certificate for Capgemini Government Solutions LLC

The terms conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s) This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy

INSURED

Capgemini Government Solutions LLC
623 Fifth Avenue
33rd Floor
New York NY 10022 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits

INSR LTR	ADD L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
		WORKERS COMPENSATION					
A			WC02454959 Workers' Compensation -	05/08/2010	05/08/2011		

DESCRIPTION OF OPERATIONS LOCATIONS VEHICLES EXCLUSIONS ADDED BY ENDORSEMENT SPECIAL PROVISIONS

Certificate No : 570039615569

B Amendments

This section includes recognized and acknowledged amendments, as required by the solicitation.

AMENDMENT TO SOLICITATION

DATE OF ORIGINAL RFP SOLICITATION June 18, 2010

DATE OF AMENDMENT, July 2, 2010

SOLICITATION NAME CIO Assessment Study

AMENDMENT NUMBER 1

HOUR AND DATE SPECIFIED FOR RECEIPT OF OFFERS CHANGED X NO ___YES

IF YES DATE AND TIME CHANGED TO_____

Pursuant to OAC 580 15-4-5(c)(5), this document shall serve as official notice of amendment to the solicitation identified above Such notice is being provided to all suppliers who attended the Mandatory Contractor's Conference June 25, 2010 Suppliers submitting bids shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

1) Sign and return a copy of this amendment with the solicitation response being submitted; or
2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope
3) Description of the Amendment is attached, and is to be incorporated into the bid
4) ISSUED BY AND RETURN TO.
   OFFICE OF STATE FINANCE
   Alana Owen
   2209 N Central Avenue
   Oklahoma City, OK 73105
   405-522-2423
   Contracting Officer's email for clarification alana.owen@osf.ok.gov
5) All other Terms and Conditions remain unchanged

Capgemini Government Solutions LLC Date July 13, 2010
Supplier Company Name (Print)

Jose Garcia, Vice-President, State and Local Government
Supplier Title

Jose Garcia
Authorized Representative Signature

Questions and Answers:

1) OSF Clarification on Section H – Pricing.

Remove all of the existing language in Section H and replace it with the following:

The Contractor's cost proposal must be submitted in a sealed envelope separate from the other required proposal sections The envelope should be clearly marked with the Contractor's name and the proposal due date and time

Hourly rates and total hours of the proposed personnel must be included within the Contractor's pricing section Travel and other related expenses should be separated out within the Contractor's cost proposal, and identified as an amount not to exceed The cost proposal must be totaled for clear identification of the total amount the Contractor is proposing through project completion (final report submission identified as 2/28/11 in Section C.5 of the RFP)

When billing for travel and other expenses the Contractor will invoice the State for the actual charges incurred, with receipts and other supporting documentation The total amount for labor, travel, and expenses billed. can not exceed the amount identified in the Contractor's cost proposal

If a contract extension is required beyond the final report submission, the Contractor will be paid for the hours and expenses as agreed to in writing, at the rates identified in the Contractor's cost section of their proposal.

The State will withhold a 20% retainer until final approval and acceptance of the report Since time is of the essence due to legislated deadlines, bonuses or incentives may be used for staying on schedule, and penalties may be assessed for schedule slippage (including possible termination). Contractors are invited to include recommendations for such incentives in their submission

2) QUESTION - Will the awarded vendor for this solicitation be precluded from any additional work for the State of Oklahoma related to the State's IT organization?
ANSWER NO The Contractor selected for award of this RFP will not in any way be precluded or favored at any point in the procurement process, including a later date when the recommendations of the study are being considered or acted upon

3) QUESTION - We'd appreciate knowing the number of potential bidders who received the RFP package
ANSWER: The State's solicitation files are closed until after award
4) QUESTION - On the Responding Bidder Form, item #5 as for "Registration with the Secretary of State" filing number Is it correct to interpret this as filing is not required in order to submit a proposal/RFP response?
ANSWER. If the "No" Option is selected regarding current registration, the vendor will be required to register or provide the acceptable exemption prior to award

5) QUESTION - On the Responding Bidder Form, item #4 asks for "Oklahoma Sales Tax Permit" number We do not have a Tax Permit number at this time - is this required in order to submit a proposal/RFP response?
ANSWER: You may still submit a bid; the Tax Permit needs to be submitted prior to award.
To what extent is the current ITC environment documented?
ANSWER. *The OSF environment is documented The extent of documentation for* other agencies and higher education institutions is not known at this time.

6) Are the data gathering methods planned in Phase I intended to be used solely for the purpose of this project or in an ongoing fashion?
ANSWER. No definitive decision has been made at this time Currently the needs are for the study.
7) To what extent will it be necessary to go outside of ITC support team to individual agencies (130) for information?
ANSWER It will be necessary to survey all the agencies and higher education institutions Depending on the responses to the survey you may have to contact or visit the responders for clarification and non-responder to obtain the data you need to develop your plan
8) Have you identified resources/leaders required to participate in the assessment (e.g. Project Management, Software Development, Architecture, etc.)? If so, can you provide an organizational chart?
ANSWER: The State has personnel identified to be assigned to the project The State has asked the Contractor to identify what resources they will need for project completion refer to Section E.6 5 of the RFP.
No organization chart is available.
9) Do you anticipate using any 3rd parties to manage and/or support the future state ITC operations?
ANSWER The State has no preconceived notions at this time Decisions will be made following completion of the study.

10) Do you have a detailed budget with breakdown of current spend available? (E g telecommunications, user support/help desk, server support/data center, applications support, development, etc.)
Answer: No additional budgetary information is available at this time. Once the award is done the State will share all information that is available
11) Has the state established a budget for this project and can that information be shared with the bidders?
ANSWER The state has budgeted for this project The budgeted amount cannot be shared with the bidders. The bidders should provide their best cost proposal to meet the objectives of the study.
12) Is the use of outsourcing an acceptable (potential) means for achieving the objectives of the Act – e.g , reducing costs, improving services, reducing risks, etc.?
ANSWER The contractor is free to make any recommendations that the contractor believes will achieve the objectives of the Act.
13) Will consultants who provide services or technical assistance in this project be precluded from award of contracts related to implementing elements of the resulting approved plan?

ANSWER: NO. The Contractor selected for award of this RFP will not in any way be precluded or favored at any point in the procurement process, including a later date when the recommendations of the study are being considered or acted upon

14) Has the state identified a team for this project, and can the state provide the number and roles and responsibilities of the state team members – and what organizations/agencies they are associated with?
ANSWER: The State has personnel identified to be assigned to the project The State has asked the Contractor to identify what resources they will need for project completion, refer to Section E.6 5 of the RFP
15) Is it accurate to assume there will be a state project team that will be responsible for identifying and facilitating access to appropriate state agency staff to support the assessment data collection activities?
ANSWER. Yes
16) Has the State previously performed any of the inventories, surveys, listings or assessments referenced in **C.3.1**? If so, how recently was each one performed?
ANSWER: NO. The state has not done any statewide inventories, surveys, listings or assessments.
17) Will the work to be performed in **C.4** (The Plan) be a collaborative effort with the state project team, or is the consultant to develop the draft/preliminary plan independently, which will be presented for "vetting and revision" as indicated in **C.5.7**? If this is a collaborative effort, will the role of the consultant be to lead/facilitate development of the plan, or advise the state project team as they define the plan?
ANSWER: The contractor is to develop the preliminary plan and present to the CIO for review and comment The state will collaborate with the contractor
18) Is the awarded consultant required to develop the software referenced in **C.5.5.b** – or is that a task that the state will perform?
ANSWER. The contractor will develop the survey instrument. The state will develop the software.
19) Is it acceptable to submit resumes only for those consultants who will be directly interfacing with state personnel? Our firm often utilizes a leveraged support function for market research and analysis and one or more members of that team may perform some work remotely for this project - it is difficult, at this time, to determine/identify which members of this remote support team, if any, may become involved in this project
ANSWER: Please provide the resumes of the staff you anticipate being assigned to the project, and best demonstrates the team's abilities in accordance with section E 6 9 of the RFP
20) If customer references are not provided that address all the Required Capabilities list in **E.6.9.5**, will that result in the response being disqualified/rejected – or will that only impact evaluation scoring?
ANSWER: The required capabilities must be demonstrated by the team to be considered for award. Each team member does not need to have all of the required capabilities but the entire team must demonstrate all of the required capabilities collectively Demonstration of a required capability on a project could be as simple as applying the concepts mentioned to a given project

21) Please clarify if the item "Customer References" in **Attachment C** (Resumes) is intended to be a personal reference for the consultant, or reference to a relevant consulting project?
ANSWER: References mentioned in Attachment "C" (2 minimum) must be for the individual employee whose resume is being evaluated

22) Section C 3.1 In regards to the online survey, does OSF have a legacy or preferred online survey tool?
ANSWER No preferred tool

23) Section C.3 1 is there any assessment related information already available that will be made available to bidders?
ANSWER: Not at this time

24) Section A.30 Preclusion from resulting contracts Contractor may consider a sub-contractor, is there a list of vendors that are precluded from working on this project?
ANSWER. The State is not aware of any at this time. Upon submission, and prior to award, the State will however, verify that the State Purchasing Director has not suspended or debarred the selected Contractor or sub-contractor,

25) Section A 49 Offshore Services, please clarify, if the Contractor is an international company. is it permissible for the Contractor to utilize offshore employees of the Contractor?
ANSWER: The State would need to know the specific details and discuss this with the Contractor in detail prior to award The State would advise the Contractor at this point not to include offshore employees in the team established with their proposal

26) Please clarify language in Section C.1, under 1 b. Where it says "Assessment of the implementation of the transfer, coordination, and modernization, etc." does this refer to creating the plan?
ANSWER: Yes

27) Proposal deliverables page 22 of 25 Questions E.6.5 and E.6.6 should the companies used as examples in firm experience be different than those provided as references or can they be the same?
ANSWER E.6 6 and E.6 7 refers to the firm's experience and references. For consistency in demonstrating the experience and references as the same companies would simplify the process, but is not required. The State may confirm both the experience and reference sections identified by the Contractor The Contractor should follow the instructions provided in the RFP, while best demonstrating their capabilities

28) Questions E.6.8 our firms financials are hundreds of pages Is it acceptable to provide a link to our 10k or annual report for the last three years in lieu of printing them in order to reduce paper and the size of submission?
ANSWER: At this point of the procurement process the link is acceptable The Contractor may be required however, to submit all documents required prior to award, as stated in the RFP

29) Section H. PRICE AND COST (Cost Submission) for the entire submission package, there is only one (original) cost proposal document submitted in the described

separate sealed envelope. There are no copies to be provided within or elsewhere. Is this correct?
ANSWER: Per Section E 3 4, the Contractor is to submit ~~and~~ one original and five copies of all documents, including the Price and Cost Section.

30) General Question - The contractor who wins the contract creates "The Plan" as described in section C 4 Will this exclude the contractor from any follow-on work (RFPs) that require contractor support when The Plan is implemented?
ANSWER No. Refer to previous questions and corresponding answers above.

31) Surveying Question - Who would be the intended target of the surveys, Limited to Management and IT personnel of the individual 134 agencies, or will surveys be expected to be distributed to all State personnel?
ANSWER: This will depend upon the data the contractor needs in order to develop the plan.

32) Surveying Question - What would be the tolerance rate for receipt of completed surveys?
ANSWER: The state project team will work with the state agencies and higher education institutions to obtain a response to the survey

33) What is the relationship of OneNet?
ANSWER: ONENET and OSF work as a team to provide the telecommunications and Internet services needed by state agencies. If additional information about ONENET is needed, it can be found at www.onenet.net

34) Survey Question - Is the State expecting to retain all records from the Survey? Are we to tally the surveys for the Plan and also submit all of the Surveys?
ANSWERS. The state will retain all survey records. The contractor is to tally the survey results and submit the results to the state.

35) Survey Question - Can the Surveys be administered by a Contracted Survey organization?
ANSWER The state reserves the right to negotiate the conduct of the survey before contract award

36) Section E 6 9.5 – Required Capabilities (line item 11) - Why is TL9000 for telecommunications quality management a requirement?
ANSWER: The CIO is responsible for all telecommunications for the state

37) Cost Savings Proposed by "The Plan" Who will do the analysis to determine if "The Plan" reduces costs according to expectations?
ANSWER: The plan's proposed savings will be reviewed by the CIO's staff before the plan is accepted by the CIO and presented to the State Governmental *Technology Applications Review Board*

38) Appendix "B" line item four – The plan of action for Dept. of Human Services shall not be implemented until 1-July-11 Can you provide information as to why the Department of Human Services has a specified date as to when the plan of action can be implemented?
ANSWER The exact reasons why the bill was written this way are not available.

39) General question to help us understand travel expenses - According to A 10 3, all travel expenses shall be a part of the total bid price Can you provide a list of the locations of all State agencies, and higher education-related institutions that may require travel for an onsite visit during the data-gathering phase to help us better understand the travel requirements?
ANSWER The major state agencies are located in Oklahoma City. The University of Oklahoma is located in Norman, OK and the Oklahoma State University is located in Stillwater, OK

40) General Question concerning C 4 Scope of Work - In determining the way the RFP reads, do we have to identify any gaps between The Act and the scope of the RFP, and if we identify any gaps, are they inherently in the scope of the RFP?
ANSWER. Any gaps identified by the Contractor are inherently in the scope of the RFP

41) How many state agencies exist out of the OKC area that requires travel costs?
ANSWER, See answer to question 39

42) Is there an org chart for both State agencies as well as the OK State of Higher Education and associated institutions that might explain how much travel would be required for the assessment phase?
ANSWER: No

43) We would like to know if the pre-bid conference sign-in sheets from this afternoon's conference will be scanned and provided as part of the first addendum to the RFP
ANSWER: The list is attached to this Amendment.

44) Please clarify what is expected as a response to Attachment "D" the Assessment
ANSWER The State expects the bidders to respond to Attachment "D" by expanding upon each of the categories in the example included in the RFP in order to obtain the data necessary to complete the assessment and prepare the plan. In addition, bidders should also include additional ideas and categories for consideration

C Certification for Competitive Bid and Contract

This section includes a completed Certification for Competitive Bid and Contract, as required by the solicitation.

State of Oklahoma
Department of Central Services
Central Purchasing Division

Certification for Competitive Bid and/or Contract
(Non-Collusion Certification)

A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services

Solicitation or Purchase Order # Assessment Study, Report, and Plan

Supplier Legal Name Capgemini Government Solutions LLC

SECTION I [74 O.S. § 85.22]:

A For purposes of competitive bid,

1 I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid,

2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and

3 Neither the bidder nor anyone subject to the bidder's direction or control has been a party

a to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,

b to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☒ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature	July 13, 2010 Certified This Date
JOSE GARCIA Printed Name	Vice-President, State And Local Government Title
708-267-7903 Phone Number	jose garcia@capgemini-gs com Email
571-336-1600 Fax Number	

DCS/PURCHASING - FORM 004 (08/2009) **PAGE 1 OF 1**

D Company Information

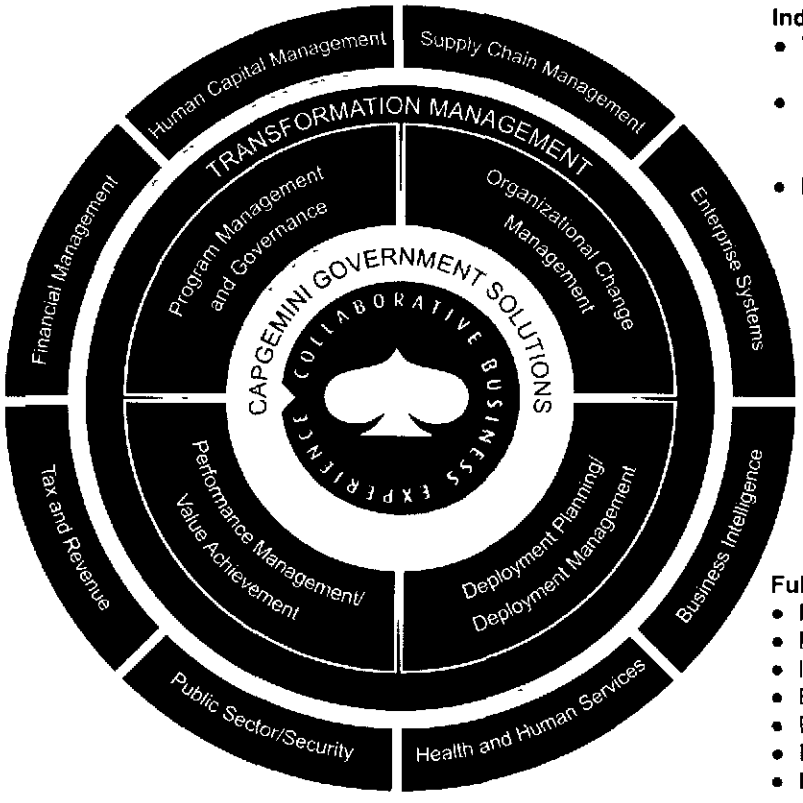
For four decades, Capgemini has served the strategic, technological, and operational needs of local and national governments around the world to help them address their missions and drive their transformation agendas.

With a global workforce of more than 90,000 employees in 30 countries and annual revenues of $12 billion, Capgemini is one of the world's largest providers of consulting, technology, and outsourcing services. With a dedicated core team of professionals in Herndon, Virginia, Capgemini Government Solutions was formed in 2002 to offer US Government agencies deep transformation, consulting, and IT experience. **Figure D-1** illustrates our company size, financial viability, and organizational structure with Capgemini Government Solutions as a centric part of our greater family of organizations ("Capgemini").

Figure D-1. Capgemini has the Breadth and Depth to Support the State

Global organization with over 90,000 professionals in 30 countries

$12B Revenue in 2009



10-354-011 1

Industry-Recognized Capabilities
- Industry-recognized global leader in IT strategy, planning and architecture
- Highly regarded collaboration environment for strategy, planning, and requirements definition
- Proven, rapid solution delivery capabilities

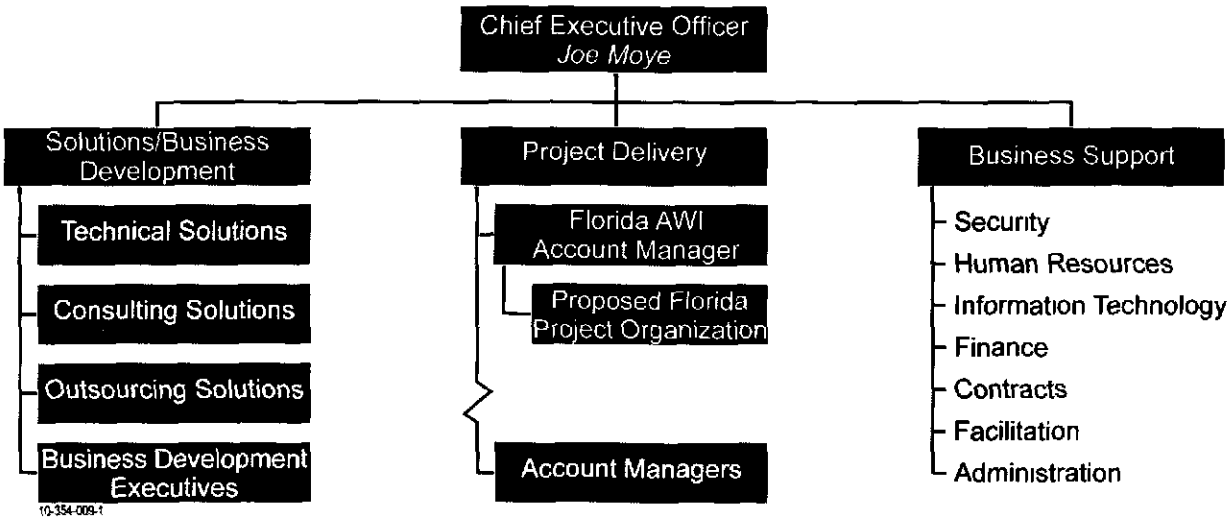
Proven Implementation Methodologies
- Standard Implementation
- Redesign through Application Package Iterative Development (RAPID)
- Accelerated Upgrades (Capgemini Lab)

Full Suite of Support Services
- Package Selection
- Program and Change Management
- IV&V
- Business Intelligence
- Build / Run
- Knowledge Transfer and Management
- Help Desk Development and Execution
- Application Hosting

Capgemini provides integrated services to our clients by leveraging industry-recognized capabilities.

Capgemini leverages our global network of resources, 17 offices throughout the US, and an integrated set of officers. **Figure D-2** provides our organizational chart with a delivery team integrated closely with our leadership.

Figure D-2. Capgemini Organizational Chart



Like the private sector, governments are faced with organizational consolidation, tightening budgets, constrained resources, increased need for cross-enterprise integration, and an aging workforce. Capgemini can help organizations create sustainable value by employing innovative business process improvement strategies and applied solutions that utilize a unique method of engagement: the Collaborative Business Experience™ (CBE). Backed by more than three decades of industry and service experience, the CBE is designed to help clients realize better, faster, more sustainable results.

Whether our clients are dealing with strategic planning, integrating multiple legacy systems, or implementing a massive business transformation effort, we understand the unique challenges government organizations face. Capgemini has public sector experience and qualifications, proven tools and methods for accelerated innovation and collaboration, and the insight to translate our experience and functional and technical experience into results.

By collaborating with Capgemini, our clients can benefit from the well-established, leading practices of one of the world's largest management and technology consulting firms. Specifically, Capgemini possesses a **unique approach to promoting cooperation, teamwork, and information sharing.** Capgemini utilizes leading collaboration tools and techniques to address the need for concurrence and alignment among stakeholders. We have facilitated more than

Capgemini Government Solutions LLC
Full, Legal Name: Capgemini Government Solutions LLC
Proof of Legal Entity: 42-1564752 (FEIN)
Country, State of Incorporation: USA, Delaware
Principal Place of Business: Herndon, Virginia
Years in Business: Capgemini Government Solutions has been operating for eight years. We leverage a global network with more than 40 years of experience in market.
Ownership: Capgemini Government Solutions is a wholly-owned subsidiary of Capgemini US LLC.
Total Number of Employees: Capgemini Government Solutions has 89 employees. We leverage a global network of 90,000 employees in 30 countries.

2,000 collaborative workshops with 500 clients. These clients include 52 of the Fortune 100, the US Army, the US Air Force, and the US Department of Homeland Security. Capgemini has the ability to foster open lines of communication between technical developers, functional staff, program executives, and user communities while maintaining objectivity.

Specific to the scope of work defined by the State—Capgemini has performed similar assessments for government and private organizations that align directly with the work outlined by the State in its solicitation. In fact, we have assisted more than **1,000 clients** in the past 15 years, across **$150 billion** in annualized expenditures. As an example of our ability to perform, we currently manage all software procurements for Her Majesty's Revenue and Customs Service (HMRC), which is the United Kingdom's equivalent of the IRS. Our efforts improved supplier management and the strategic sourcing of IT components resulting in a nearly **15 percent reduction** in software and hardware costs last year.

Additionally, we recently completed an assessment of the US Internal Revenue Service. The IRS administers America's tax laws and collects the revenues that fund most Government operations and public services. The IRS ranks near the top among all agencies of the Federal Government in information technology investments. The effort to improve the value of those IT investments is ongoing. The IRS Office of Strategic Acquisition Initiatives (SAI), within the Office of Procurement, led a strategic sourcing initiative to improve existing procurement processes and increase the value of the purchases to the IRS.

Capgemini was engaged to lead an evaluation of the effectiveness of the purchase of existing IRS software license and maintenance agreements, followed by identification of opportunities for improvement in the effectiveness of software purchasing.

Capgemini leveraged our Government and commercial software strategic sourcing experience, lessons learned, and resources to support the IRS SAI and its objective of improving the effectiveness of software purchasing. Specifically, Capgemini:

- **Mobilized the project.** Capgemini promoted cross-functional collaboration through involvement of client team members.
- **Validated compiled spend data.** Capgemini collected data from appropriate data sources and conducted interviews with a select number of key stakeholders to validate and enhance the data collected. Stakeholder interviews also provided specifics on current practices so that we could develop appropriate insights and better calibrate high-level savings opportunities.
- **Analyzed spend and contracts.** Capgemini executed a comprehensive analysis of spend data to gain a complete understanding of the software spend and to build a comprehensive spend database/spend cube. We analyzed and segmented spend, cost data, and contracts. Our team's use of industry conventions allowed us to consolidate and simplify classifying software purchases and determine functional overlap.
- **Identified target opportunities.** Capgemini's spend analysis resulted in the identification of potential savings opportunities to improve value to the IRS; established realistic and achievable savings; and built a framework for leveraging cross-divisional collaboration.

The results of the study developed by Capgemini will be utilized to achieve savings in the procurement of software. The Capgemini team produced and delivered the following work products for the IRS Strategic Sourcing Initiative:

- **Kick off meeting.** Project team membership and roles finalized, finalized scope and work plan IT application governance structure: governance bodies, roles, and responsibilities.
- **Built database and performed software analysis.** IT application categories and definitions, selected taxonomy standards, data collection template and methodology, electronic database of IRS agreement (spend data cube with collected application data).
- **Performed analysis of the product elements, developed summary findings**. Categorized and rated IT application, spend reports, and insights—e.g., spend by supplier, by application, by license type, and by functional category, and IT application rationalization recommendations
- **Designed, developed, and submitted a visual dashboard.** OEM, VAR, and Supplier Dashboards, software sourcing impact analysis, savings opportunities by spend segment including the potential savings range, supplier standardization.

The lessons learned on these and other projects will be leverage to provide a comprehensive and effective set of services to the State.

E Availability, Work Plan, and Schedule

E.1 Executive Summary

Capgemini will leverage a proven framework designed to assist the State of Oklahoma in increasing the value of its current and planned IT and telecommunications investments.

Capgemini Government Solutions LLC, a member of the Capgemini global family of companies ("Capgemini"), is pleased to respond to the Request for Proposal issued by the State of Oklahoma ("the State") for an Assessment, Study, Report and Plan.

Capgemini understands the positive impact that IT and telecommunications systems assessments have for organizations. We are a global provider of management consulting and IT services and a recognized industry leader. Capgemini has performed similar assessments for government and private organizations that align directly with the work outlined by the State in its solicitation. In fact, we have assisted more than **1,000** clients in the past 15 years, across **$150 billion** in annualized expenditures.

E.1.1 Understanding of State Needs

Capgemini understands that the State requires a comprehensive assessment and analysis of its information technology and telecommunications (ITC) systems. The State needs practical short- and long-term plans incorporating specific recommendations for modernization of its systems, infrastructure, and services. The **roadmap** defined during this project should lead to tangible cost savings and additional value added services for the citizens of the State. It should also detail recommendations for enhancing state-wide ITC capabilities by building a platform that will enable the quick and easy implementation of future services, confirm regulatory compliance, improve user security, risk management, and continuity of operations. Based on our extensive experience conducting similar assessments for public sector clients including the US Internal Revenue Service (IRS), a client provided as a reference for this work (see **Tab G—Firm References**), the State can anticipate achieving various benefits including (1) better management of its assets, (2) enhanced spend visibility across the enterprise, (3) standardized end user interfaces, (4) simplified ease of access, and (5) consistent ITC policies and controls.

Capgemini will review and analyze the State's extensive technology operations and costs to develop an **opportunity portfolio** defining initiatives designed to reduce cost, improve efficiency and increase quality and effectiveness based on two guiding principles—**ease of use** and **simplicity**. Capgemini estimates **additional cost savings opportunities**, above and beyond the 15%-20% target range, in the range of **20% to 25%**. This can be achieved through standardization, consolidation, modernization, simplification and innovative initiatives enabled by new hosting services, shared services models, and outsourcing. As an example of our ability to perform, we currently manage all software procurements for Her Majesty's Revenue and Customs Service (HMRC), which is the United Kingdom's equivalent of the IRS. Our efforts improved supplier management, data quality, and the strategic sourcing of IT components resulting in a nearly **15 percent reduction** in software and hardware costs last year.

E.1.2 The Capgemini Value Proposition

With a global workforce of more than 92,000 employees in 34 countries and annual revenues exceeding $12 billion, Capgemini is one of the world's largest providers of consulting, technology, and outsourcing services. This experience enables us to provide the State with qualified resources, information regarding leading practices, and proven tools and methodologies tailored for the unique requirements of this project. We have a very specific value proposition—comprehensive **independent advisory services** designed to deliver:

- Lower costs through consolidation, standardization, simplicity, better utilization and enhancement of infrastructure;
- Better managed resources via asset management and portfolio management;
- Flexibility and agility through Infrastructure, Platform, and Software as a Service; and,
- New business opportunities and enhanced collaboration across Agency boundaries through cloud services and the convergence of network technologies.

We also proposed to provide an overall assessment of existing State resources skills and current contractors. As the future state is defined, we will document the skills required and recommendations on bridging the gap.

In forming our project team, we have identified senior IT and business resources who bring experience working with large clients in complex environments and a strong blend of specific ITC infrastructure and operations, ITC sourcing, and government services experience and capabilities. Our team includes:

- **Bob Otto, Project Advisor.** Bob Otto brings a depth of past successful experience of transforming a large antiquated disparate organization (US Postal Service), implementing consolidations of help desks, data centers, servers, distributed organizations; implementing virtualization as well as modernization of legacy infrastructure; implementing portfolio management, and standardizing processes, tools; simplifying policies, user access, security; enabling self-service, and shared service centers. Mr. Otto also led the ITIL and Agile implementation at USPS speeding up the development life cycle to be weeks rather than months and years; improving the data quality and reliability of the services while at the same time reducing the operating costs by over 45%. Mr. Otto will be providing the overall project direction, enabling the quick wins that can help the State achieve ROI more quickly.
- **Bob Sausa, Project Manager.** Bob Sausa has over thirty years of IT experience across the public and private sectors. Mr. Sausa is skilled at building dynamic, interactive IT systems enabling organizations to control costs by redeploying IT assets, increase productivity and reduce inefficiencies by streamlining processes. He is particularly adept at addressing client requirements with state-of-the-art systems to continuously sustain organization performance in increasingly complex environments.
- **Mark Smith, Applications Architect.** Mark Smith brings extensive experience working with state and local organizations. He will lead the organization, assessment, rationalization of applications and build them into a portfolio management model that will identify areas of duplication, target the applications that should be retained, and identifying ITC gaps.

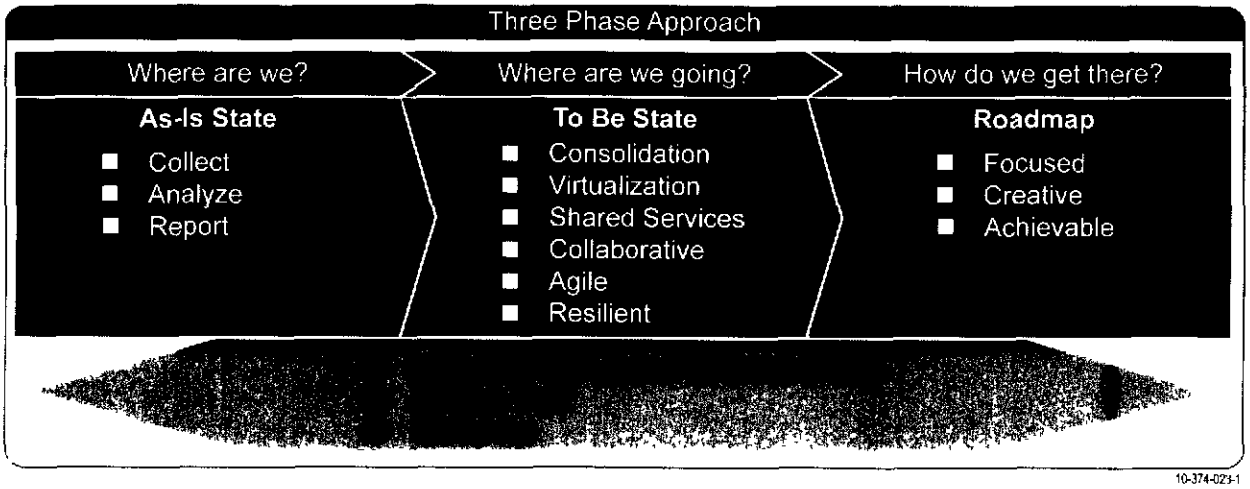
In order to meet the State's telecom related requirements, Capgemini has chosen to partner with a Telecommunications Specialist. We believe this significantly enhances our joint ability to assess, evaluate, and recommend efficiencies, cost savings, and performance improvements in the State's telecommunications programs.

Our team will apply a holistic view into the ways that the State creates demand and requirements for ITC hardware, software, and services. By investigating and understanding **how** and **why**, our team will leverage leading practices to identify and prioritize the short- and long-term value creation opportunities that will build the foundation for the future. We will also assist in the State in prioritizing the recommendations. Our experience at HMRC, the IRS, and other clients provides the basis for pragmatic recommendations.

E.1.3 Introduction to Our Approach

As illustrated in **Figure E-1**, Capgemini views this project in three primary tasks: **as-is**, **to-be**, and **roadmap**.

Figure E-1. Overall Project Approach

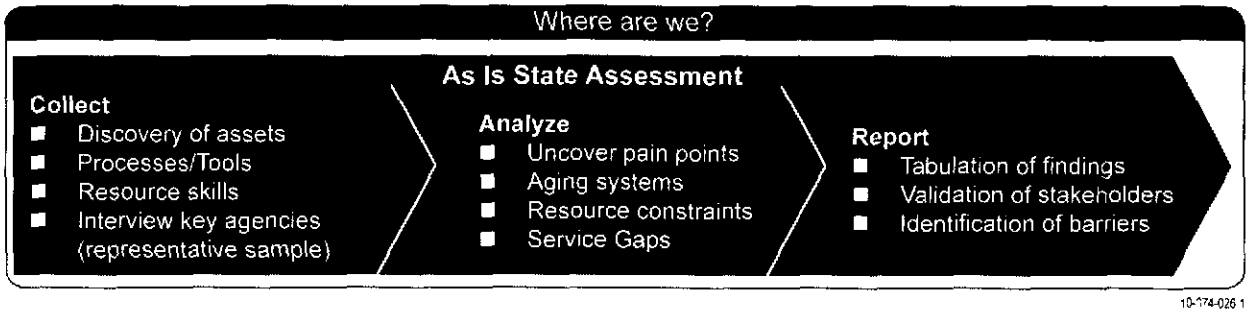


The future state is intended to be characterized by consolidation, enhancement, collaboration, and cost savings

E.1.3.1 Assessment and Report

The primary objective of our **as-is assessment** is to help the State collect, analyze, and document the current environment. **Figure E-2** presents the high-level assessment activities Capgemini recommends for this project.

Figure E-2. As-Is Assessment



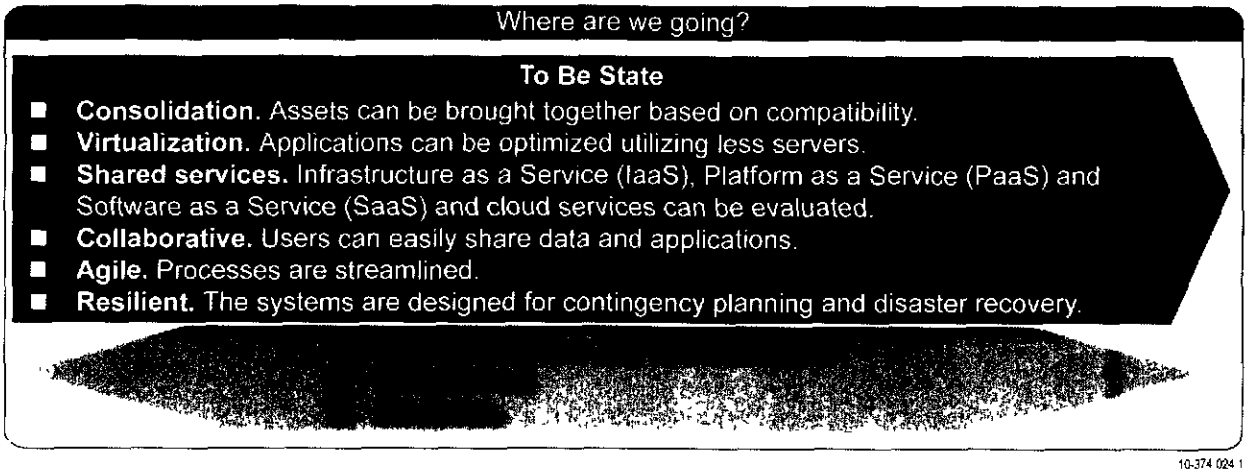
*The assessment and report are squarely focused on the **as-is** state*

This includes an accurate accounting of users, sites, systems, infrastructure, software, contracts, costs, methodologies, tools, network, security and devices. Capgemini intends to uncover pain points, aging systems/processes, service gaps, and resource constraints. We will also validate the State's business and technology goals along with current user satisfaction to use as part of our success metrics.

E.1.3.2 Strategic Plan and Roadmap

Figure E-3 presents the high-level planning activities Capgemini recommends for this project. This will include identifying the future state based upon our past experiences and leading practices. Our overall goals will be to design a **to-be** state that can be used by the State in the long-term (five to ten years) to prioritize and implement plug and play or incremental service additions. Our visioning will include recommendations relative to the infrastructure, user access, network, and services, as well as applications, organization structure, security, tools, contracts and value-added services. Capgemini will help the State identify which initiatives have been pursued by other States and localities.

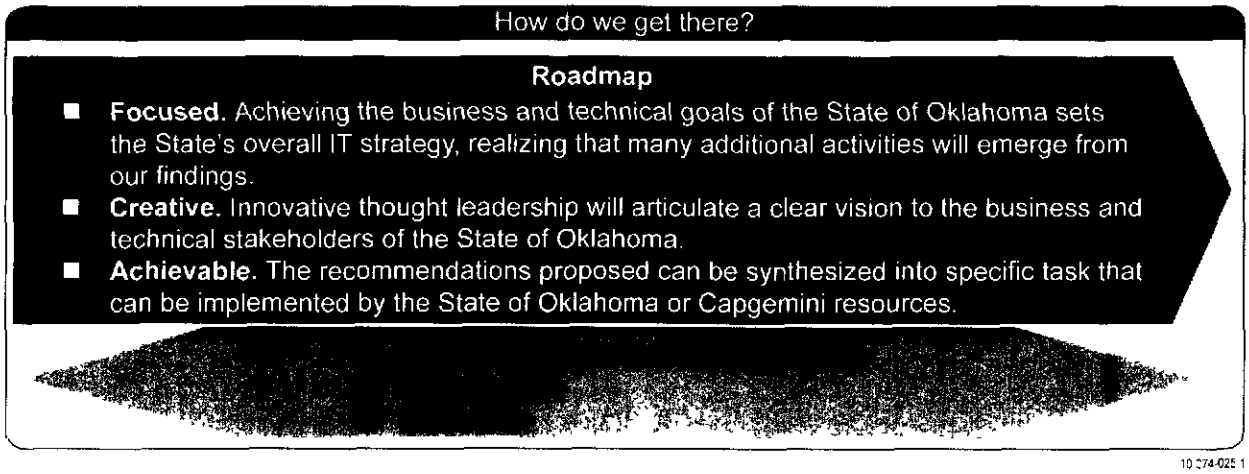
Figure E-3. To-Be Assessment



*The primary objective of the **to-be state** and **roadmap** phases is to build recommendations for a solid, innovative, impactful business and technology foundation for the State*

Figure E-4 presents the high-level roadmap development activities Capgemini recommends for this project. The goal is to identify low-risk, high-return initiatives that can be integrated with one another. The **roadmap** will enable the consolidation of distributed computing, data centers, servers, storage, applications, help desks, desk side support, duplicate tools, organizations, structure, and policies and procedures. Recommendations may include leading practices such as implementing shared services for finance and human resource activities, acquiring computing services based on need, and the provision self-service to as many IT services as possible. All of these initiatives, services, and applications will play an important role in this overall State transformation.

Figure E-4. Roadmap



Capgemini plans to take a structured approach to developing strategies that will establish a clear set of recommendations that will help the State achieve its goals

The **roadmap** is designed to be logically organized, focused and achievable at the most reasonable investment costs that can be achieved in the least amount of time.

E.1.4 Closing Remarks

As the State transforms its ITC landscape, it requires an experienced partner with proven resources offering requisite experience working with organizations equivalent to or larger than the State. The State also requires a structured, repeatable approach to defining the tenets of a sustainable transformation that can empower the State to provide enhanced services to its citizens and users.

Capgemini clients benefit from the well-established leading practices and dependability of one of the world's largest management and technology consulting firms. We are confident that our proposal presents a compelling solution inclusive of the value-additive activities and tools necessary to successfully perform this and other segments of work for the State. For example, Capgemini utilizes collaboration tools and techniques to address the need for concurrence and alignment among stakeholders. Capgemini tools such as our **workshop approach** provide a structured environment for reviewing findings and recommendations. Capgemini will host multiple workshops over the life of the project.

Moreover, this proposal includes innovative **options** to addressing the requirements outlined in the RFP in an accelerated timeframe with reduced risk. The RFP calls for offerors to collect data about the IT infrastructure across the State via an assessment. The data required for many of these items can only be obtained through surveys and discussions. Capgemini can provide a tool that reduces the challenges of manual surveys of the IT infrastructure by collecting data across the organization through the use of a common, automated technology which will produce consistent results both across the enterprise and over time.

The following sections outline Capgemini's approach to this project. We are confident our work plan, schedule, and staffing approach will demonstrate we have the methods and tools identify improvement opportunities. We look forward to working with the CIO organization to create value for the State with well-defined, developed, validated, and actionable findings and recommendations.

E.2 Scope of Work and Deliverables

Capgemini will perform a comprehensive review and analysis of the State's Technology Operations and Costs. We will develop an **opportunity portfolio** to achieve cost reduction, improve efficiency and effectiveness to enable the provisioning of better services. Our effort includes the following:

- All specified Agencies
- Mainframe Data Centers/Remote Computing Sites
- State Telecommunications and Data Networks
- Help Desk
- Servers and Storage, Email and other Infrastructure Services.
- Applications

Our assessment will include relevant operations. We expect current technology savings across the State to be in the range of 15%-20% range. These savings will be identified by looking across core technology infrastructure and operations. This includes costs related to facilities, equipment, software, labor, third party services, and maintenance. Areas of technology included in-scope are:

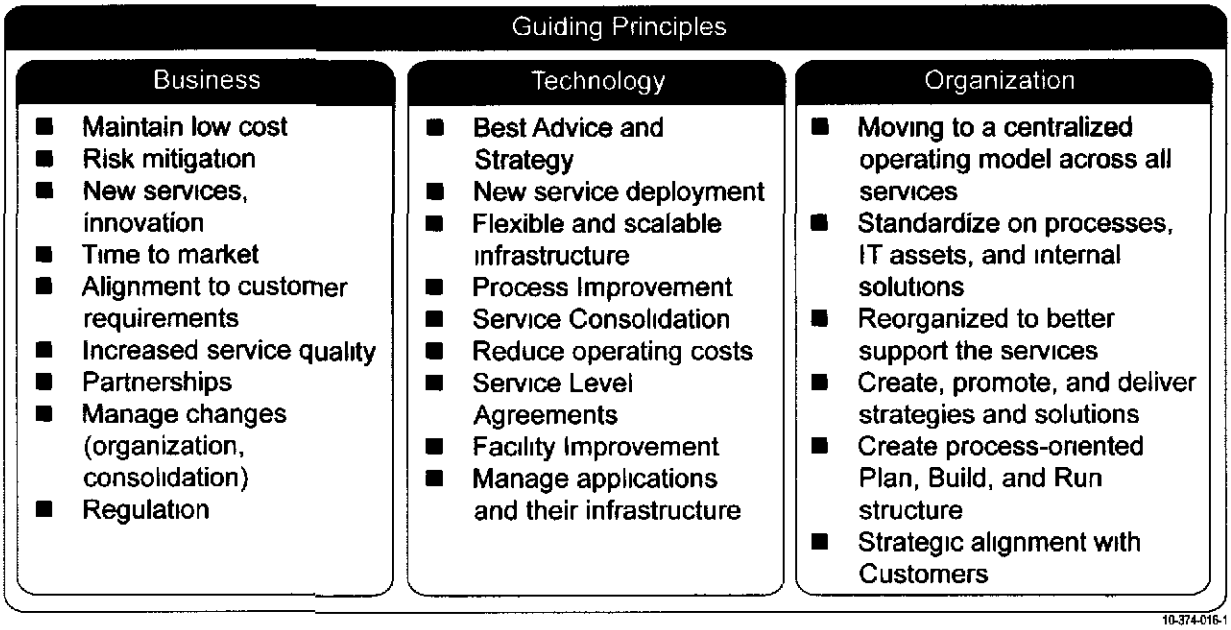
- Telecommunications
- Data Networks and Management of the Network
- Data Center Operations
- Help Desk Operations
- Security Services, (Identity and Access Management)
- Web Services
- Application Hosting
- Storage and Server Enhancement, including Consolidation and Virtualization

- Desktop Systems and Tools
- Email
- Disaster Recovery

Capgemini estimates additional cost savings opportunities, beyond the 15%-20% target range, in the range of 20% to 25% can be achieved through aggressive actions related to consolidation, virtualization, shared-services, and outsourcing of targeted commodity functions to eliminate duplication and create agency-wide efficiencies. We will document these opportunities as part of our overall analysis and make recommendations related to short-term (1 to 2 years), mid-term (2 to 5 years), and long-term (5 to 10 years) initiatives to realize these benefits.

Today's Organizations are highly dependent upon Information Technology services and require capabilities to deliver critical service levels at an acceptable cost.

Figure E-5. Capgemini's Guiding Principles to Transformation Projects

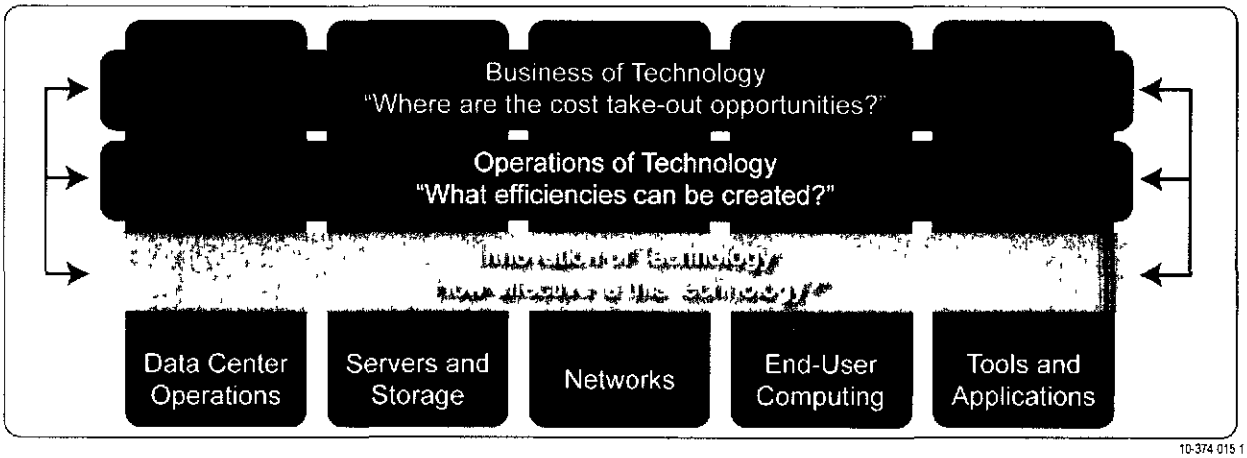


We take a holistic view of technology operations, and have designed an approach for the State that is focused on a detailed examination of the key dimensions that will drive value, while considering State's future technology direction.

- *The Business of Technology* – A financial and cost view of technology, to understand the key levers that are driving cost.
  - Improve the global technology investment Portfolio and it's management
    - Demand management, Portfolio and investments management processes
  - Rationalize the applications and information portfolios
  - Improve the technology sourcing and partnership strategy
  - Harmonize the service catalog and adapt SLAs to real business needs

- *The Operations of Technology* – An operations view of technology, to understand where efficiencies can be created.
  - Reduce Total Cost of Ownership of existing applications
  - Improve infrastructure to reduce operation and support costs
  - Streamline / Mature technology processes and tools capabilities
    - Software development and testing, change, incident, problem, capacity, availability, supplier, and, resource management and collaboration processes
- *The Innovation of Technology* – A strategic view of technology, to understand where future opportunities exist and the ability to utilize new and or emerging technology to exploit:
  - Innovation capability
  - Technology agility

Figure E-6. Capgemini's Holistic View to Transformation Projects



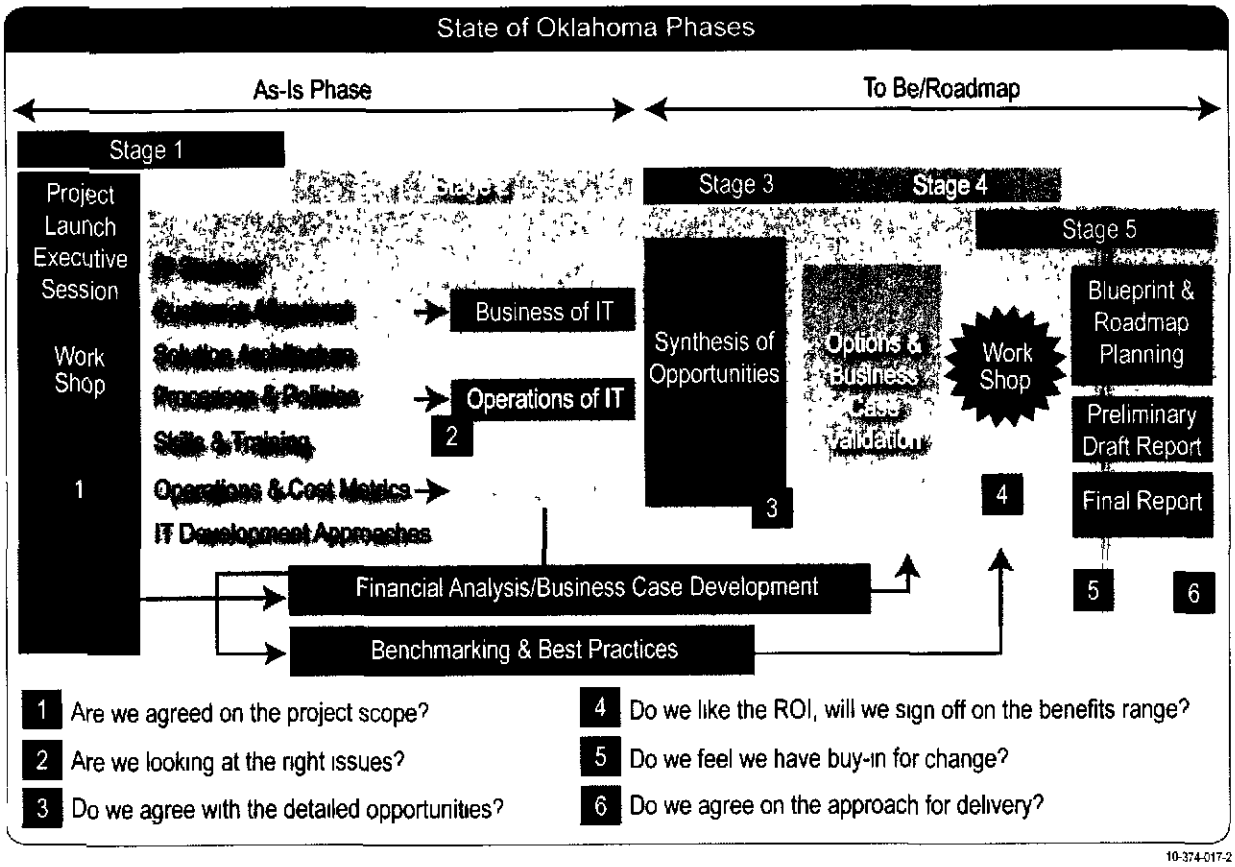
The diagram provides an overview of how these work-streams will overlay with functional technology areas to provide a comprehensive framework for evaluating State's technology operations.

Capgemini views this project in 3 phases:

- As-Is State
- To-Be State
- Roadmap

The As-Is State is comprised of the compilation and assessment of the data. This is where most of the discovery and opportunities will be uncovered, assessed and validated with the State. The To-Be State and Roadmap phases are characterized by Capgemini applying our experience to build the future To-Be State of infrastructure applications and services along with the specific strategies for the State to achieve business and technical goals, reduce cost and modernization. These two phases lead to the preliminary draft report and final report, along with the estimated costs for each initiative. The figure below shows the holistic view.

Figure E-7. Holistic View of Three Phases



The diagram represents the holistic view of activities of the As-Is, To-Be, and Roadmap phases

E.2.1 Assessment and Report (As-Is State)

Our Understanding:

The State is seeking the services of an IT consultant to conduct a statewide comprehensive assessment and analysis, make recommendations for improvements, and draft a strategic roadmap and plan.

The goal is to transform the State of Oklahoma's current ITC-related organizations, structures, technologies, capabilities, processes, facilities, practices, tools, standards, architectures, supply chain relationships, and workforce, in order to:

- Lower the long-term total cost of statewide ITC by reducing the:
  - *Cost of ITC acquisition*
  - Cost of ITC operations
  - Unnecessary duplication of statewide ITC
- Improve statewide ITC capabilities and services to better support state and agency "business" capabilities and services to citizens
- Improve ITC security, risk management, and continuity of operations

- Enable compliance of statewide ITC with applicable laws, standards, and requirements
- Create a culture of continuous improvement in ITC statewide

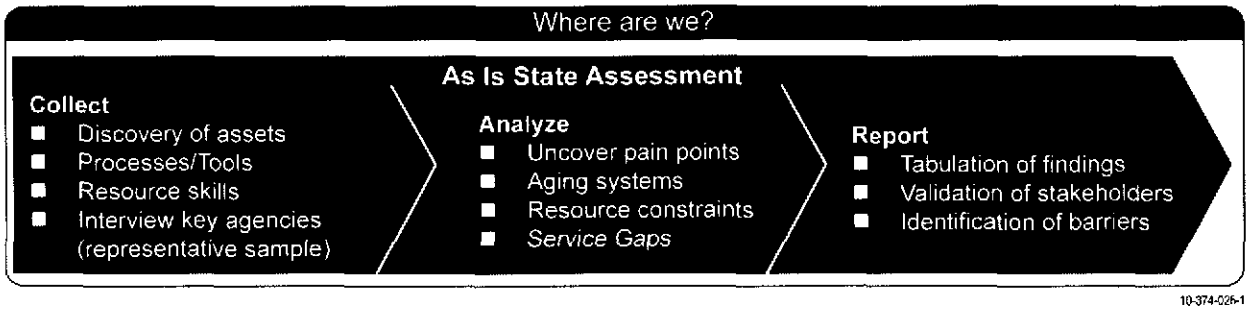
Capgemini has mapped the project to develop the assessment and report as a series activities aimed at defining the As-Is State. We describe the Capgemini Approach, Tools/Templates and Deliverables directly below. The generation of the preliminary draft and final report is based on the activities surrounding the To-Be and Roadmap phases which are discussed in Section E.2.2.

In this phase, Capgemini has applied our methodical, proven approach to this complex project for the State. Our goal in this phase is to provide the State an accurate depiction of the As-Is environment and present these finding for validation to the assigned stakeholders. This will form the foundation for the subsequent phases coupled with Capgemini's leading practices, agnostic approach, and trusted advisor role will provide superior services to the State, while lowering the total cost of ownership. This will be achieved by looking at newer transformation techniques such as shared infrastructure, enhancement and virtualization strategies.

E.2.1.1 Approach

The ultimate goal is to discover the relevant data to compile and analyze the information such that opportunities can be assessed for consolidation purposes. In this phase, the Capgemini team will work closely with the assigned State's team (stakeholders) to gain acceptance on the key business direction to be considered in the subsequent phases.

Figure E-8. As-Is State Assessment



*The assessment and report are squarely focused on the **as-is** state.*

The collecting, analyzing and reporting of our initial findings are critical to the success of the project. Several key activities comprise our approach which include:

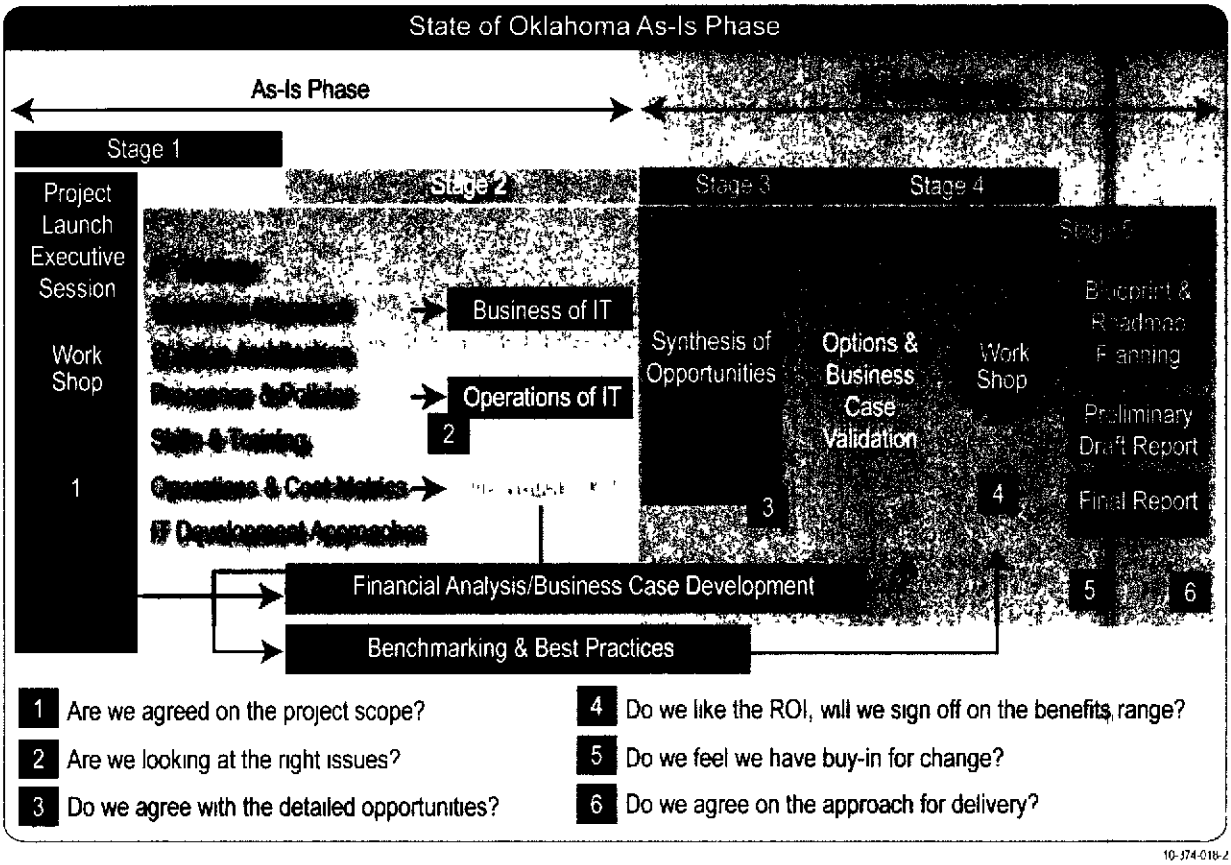
- Project launch
- Executive and stakeholder workshop
- Data collection with a thorough understanding of current
  - Assets
  - Strategy
  - Process
  - Policy

- Skills
- Tools
- Standards
- Barriers

This allows our core team to start exploring preliminary activities that span all three phases including:

- Financial analysis/business case analysis
- Benchmarking
- Leading practices
- Progress reports to the State

Figure E-9. Capgemini Activities by Phase



The diagram represent a visual representation of Capgemini activities and when they occur focusing on the As-Is State phase

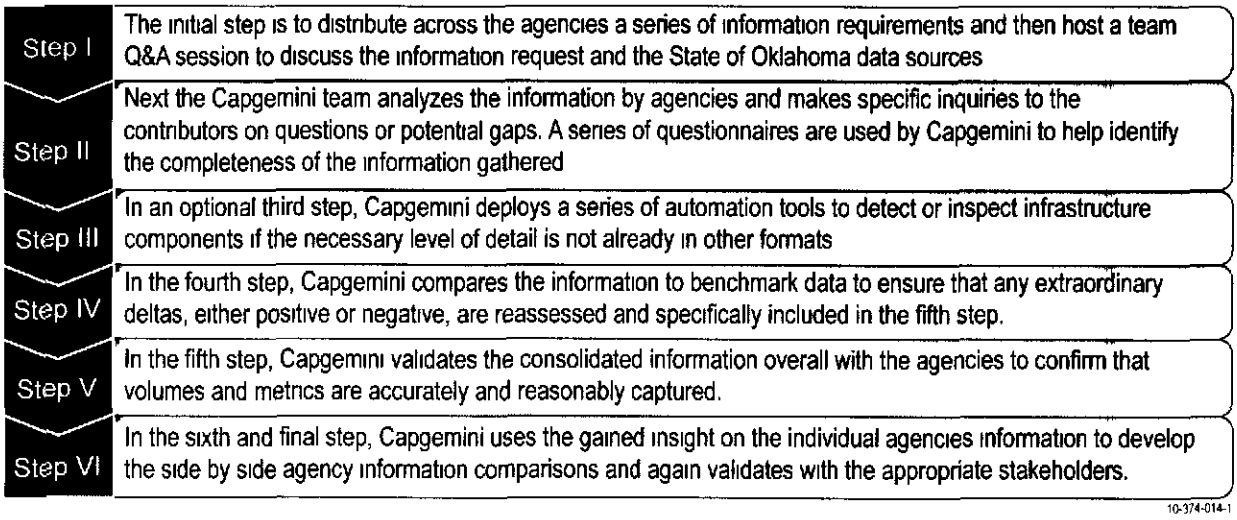
Data Collection

For the State project, quality information captured from across all agencies will provide a key foundation from which judgments, recommendations and actions are formed. Timely information

that provides a 75% view, consistently captured across the agencies, will be much more valuable than 100% accurate information requiring months to capture and collate. Furthermore, working with data in its native electronic format can rapidly speed the process compared to distributing and training on pre-defined data templates.

With this objective, Capgemini uses a six step approach to data collection and analysis:

Figure E-10. Our Data Collection Model



Capgemini uses several logical steps to gather and analyze the data for the State.

The specific areas of information requirements are:

1. Vendor Annual Spend:

Using procurement tools and spreadsheets used to track vendor spending, we will request current and prior year spending by vendor. If hardware, software, maintenance or other category information is available, we will collect that as well. If by-business-unit or region information is available, this will also be collected.

2. Vendor Contracts, Rates and Commitments:

For vendors, we will request copies of MSAs, rates and other specific commitments or obligations.

3. Site and Facility Information:

We will collect a city and state listing of all agencies locations, as well as approximate employee count and location functions. We will ask whether the site supports multiple agencies, and will seek descriptions if the site is owned or leased and the lease terms and rates. For major facilities (data center, etc.), we will ask for capacity information related to the facility's role. For data centers or smaller infrastructure locations, this would include information on space, cooling, power and bandwidth capacity used and available.

4. Infrastructure Components:

For each of the following infrastructure components, we will ask for inventory information on quantity, release levels, refresh frequency, configurations, primary functions, standards, and vendors. Additionally, we will request capacity reports for the prior quarter and any growth projections. Finally, we will ask for information on maintenance support contracts and strategies.

- Laptops / Desktops
- Intel Servers (Rack and Blade)
- Unix Servers
- Linux Servers
- Enterprise Storage
- Network Attached Storage
- Virtual Tape and other Archiving Equipment
- Storage Area Network Components
- Printers
- Telephone devices
- Routers
- Switches
- Wireless devices

5. Shared Infrastructure Components:

We will ask for information for capacity, configurations, brands, standards, data retention, functions and utilization of shared infrastructure systems including e-mail, security, system monitoring, patching, load testing, and similar. In addition, we will ask for any associated business rules such as limits on mailbox sizes and timing for system patch deployments.

6. Network and Telephony Components:

For data, fixed voice and mobile network and telephony components we will ask for information on capacity, configurations, functions and utilization of shared network and telephony components including routers, firewalls, PBXs, IDS/IPS, and similar. Also, we will request information on redundancy and system recovery strategies and solutions.

7. Application Inventory:

We will ask for an inventory of all the major applications, including their primary functions and software/application release levels. We will seek information regarding the shared or dedicated infrastructure used to support the application (server images, storage) for both production and non-production. For staffing, we will request both the approximate number of users for the application and the application support FTE requirements (seasonally defined if appropriate). Lastly, we will request information on the application's disaster recovery and archiving (backup retention) requirements.

8. Vendor System Software and Tools:

We will seek descriptions on how each of the major vendor software systems or tools is used. For example; database software from Oracle, Microsoft, and open source; Operations systems, such as Windows, VMware, Virtual Server, Unix, Solaris, Linux; Middleware software, such as WebSphere, WebLogic, Apache Tomcat, and similar; Automation software, such as Tivoli, HP Openview, LoadRunner, and similar; and Security software, such as Symantec, McAfee, Check Point, and similar.

9. Internal Performance Reports:

These reports will include the prior quarter or more of weekly and monthly performance reports, showing statistics and information on activities such as change management, incident management, and projects. Also KPIs such as end users calls handled, servers supported, system patching, new user setups, application releases and similar.

10. Business Stakeholder Meeting Minutes:

Reports used for monthly or quarterly reviews with the internal customers for technology services and support.

11. Internal and External Audit Reports:

These reports include internal audit reviews along with any internal QMS type reviews or external SAS-70 or similar type reviews.

12. State and Agency Initiatives and Project Schedules:

We will request information on material business initiatives for new products and services, major enhancements for existing systems, facility moves, consolidations, business acquisitions, and similar. We will also seek an inventory of the current projects with brief description, schedules and status.

13. Operational Process Operations and Descriptions:

We will ask for information on process flows and tools used for change management, incident management, problem management, configuration management, and other operational processes.

14. Labor Size and Expense Information:

Here, we will seek a technology team organizational chart with descriptions of the functions and support responsibilities for each of the teams and information on the average salary and fringe costs of the team. Additionally, we will ask for descriptions of the relationship of the teams function to the components included in the infrastructure and application inventories. Also, we will seek similar KPIs for teams supporting end users, such as number of devices or users supported by the telephony team.

15. Technology Architecture:

We will seek information on architecture standards used for hardware components, application designs, network configurations, security solutions, and similar.

16. Third Party Support Services:

We will request an inventory of all third party support providers used for technology services, including a description and scope of the support, contract obligations and terms, pricing, and performance history.

17. Network Security:

We will obtain information on how the network is protected from unauthorized access, and how to effectively monitor and measure the effectiveness of this security.

This list of information requirements will be extended, depending on the needs of the project as it unfolds. Capgemini will work with the State of Oklahoma to determine final data collection requirements during contract finalization.

Once the information is compiled, the true assessment portion of Phase 1 begins. The primary goal in this area is to:

- Identify duplication
- IT consolidation opportunities across the State of Oklahoma
- Determine what services are candidates for consolidation and/or shared services
- Review these findings with the State of Oklahoma stakeholders to get feedback and acceptance
- Determine if enough information has been obtained and/or decide if additional data needs to be gathered
- Analyze the data and articulate initial baselines for agencies
- Refinement to the tools used for discovery including the questionnaire(s)

The key constraint in this area is the quality of the data and the timeliness based on the schedule. Deviations in this area will potentially impact the entire timeline

E.2.1.2 Tools and Templates

Capgemini has successfully performed numerous Technology Strategy, Transformation and Rationalization engagements across multiple industries, creating a powerful set of knowledge assets to leverage on similar projects. This diverse array of tools, frameworks, and methods includes:

- Technology Frameworks
- Process Models and Standards
- Process Evaluation Checklists
- Shared Service Models
- Chargeback Models
- Change/Problem Management
- Configuration Standards
- Rate and Volume Pricing Benchmarks

- Operations Performance Metrics
- Vendor Contract Templates
- Vendor Evaluation Matrix
- Staffing Metrics

Capgemini utilizes several tools in the assessment/data collection phase. The following tools are described below:

- Information Request Overview
- Accelerated Solutions Environment (ASE)
- VMWare Capacity Planner
- Alinean TCO Calculator

Information Request Overview

The following table describes the information requested for the review of the infrastructure and application environment. Capgemini has incorporated the specific requirements in Attachment D and mapped the stakeholder information against the actual data collected to generate the final output from our original questionnaire. Capgemini utilizes the questionnaire below to assist in the data collection phase. We believe that a meeting with initial stakeholders should occur before the formal questionnaire is released to the agencies so that both parties are confident that the correct data can be polled, is retrievable and that timetables can be correctly established based on the State's resources.

		Information
1	Business process	• Business goals • Current IT plan/strategy (if any) • List of major business processes
2	Organization	• IT organizational structure with names, levels and areas of responsibility • IT Governance structure and decision making • Current IT services/catalogue used and level of services provided the business. • IT Architecture standards • IT Management standards and practices • Vendor management and contracts
3	Finance	• Current IT budget priorities and frameworks • Business charge back model (if any) for the IT services provided • Management of IT financial operations • IT cost models • Individual budgets (funding model federal/state) and annual spend
4	Initiatives	• Major business initiatives • Prioritized list of IT initiatives
5	Applications	• List of major applications (name, areas supported and users, owners, type: package/custom, # users, age, architecture diagram –if available,

		availability, servers currently hosted etc). • Applicable SLAs for application • Maintenance fees and schedule • Information on who provides Application Management Services
6	Infrastructure	• Data center information (high level – locations, business areas supported, what information is stored, repositories) • Information on Hardware Servers, System Software, Storage (disk and data network elements) currently being used • Infrastructure management processes and tools (capacity planning and management, performance monitoring and application deployment) • Service management processes (Incident management, problem management, release management, service desk, etc) • Information on Network services such as WAN, LAN connectivity, Voice and data services, Productivity software (Email, Office, etc) and Security Services (Virus scanning, Intrusion detection, Authentication etc)
7	Performance Assessment	• User satisfaction (internal, external, management) • IT Performance against SLA and benchmarks
8	Other	• Interviewees (names, levels, areas of responsibility) • Any recognized issues or constraints • Risk Management issues • Mandated Regulations • Security • Disaster Recovery

Stakeholder Groups

The following table describes the anticipated stakeholder groups involved with this engagement.

	Stakeholder Group	Participants
1	Shareholders	Input from the State
2	Project Manager	
3	Scheduling Assistant	
4	Steering Committee	
5	Business process owners • Front and back office business operations • Role of IT	
6	Applications Owners	
7	Infrastructure Owners • Servers and storage • Desktop • Infrastructure support and SLAs	
8	Procurement / Finance	
9	Sampling of end users	

Infrastructure / Application Prep Questions

	OS and DB Version Information	State Input
1	What Operating Systems are in use?	
2	Are you using any virtual partitioning?	
3	What Databases are in use?	
4	Size of Database – PRD and QA/DEV/TST?	
5	Production Database monthly Growth?	__ GB month
6	Is the OS booted from local disk or from SAN?	
7	Overall management	
8	Tools used	
9	Success matrix	

	System HW	
1	How many Servers are supporting Prd?	
2	Hardware Vendor and Model?	
3	Memory / #CPU / CPU Speed / Local Storage?	
4	How many of these are application servers? What are the applications?	
5	How many Servers are supporting non-prod?	
6	Own/Lease – Approx date of purchase or lease?	
7	Is there any virtualization in place?	
8	How are the applications mapped to the hardware?	
9	Is there a solution for High Availability in place?	
10	Current capacity / performance reports / current monthly growth rates?	
11	Overall management	
12	Tools used	
13	Success metrics	

	Storage	
1	San Storage?	
2	Hardware Vendor and Model?	
3	Useable Disk?	
4	Mirrors?	
5	Do you replicate SAN to a DR site? Is replication of data between sites at the storage block level in place?	
6	Own / Lease – Approximate date of purchase or lease?	
7	Approximate yearly HW/SW Maintenance costs?	
8	Approximate raw storage/ disk drive type/ size/ speeds?	
9	RAID type?	
10	Capacity reports/ current monthly growth rate?	
11	Vendor/ Model of SAN switch equipment?	
12	Vendor/ Model of NAS equipment Where is NAS storage used?	
13	Overall management	
14	Tools used	
15	Success metrics	

Comments: (i.e.) All disks are mirrored. Connectivity is Fiber Channel. PROD and QA database servers are dual attached.

	Backups	
1	What is the backup schedule today?	
2	What is the backup window?	
3	Tape Drive/ Library and/ or VTL Vendors/ Models and Capacity?	
4	Own/ Lease – Approximate date of purchase or lease?	
5	Approximate yearly HW/SW costs?	
6	Are snapshots or split mirrors on the storage side being used?	
7	Approximate amount of data being backed up weekly?	
8	Data retention	
9	Overall management	

10	Tools used
11	Success metrics

	Network	
1	Routers, Switch, Firewall, Load balancer Vendor and Models?	
2	Own / Lease – Approximate date of purchase or lease?	
3	Approximate yearly maintenance costs?	
4	Are any virtualization methods used on these devices?	
5	Are there separate networks used for management and backup vs. end user and server to server communication?	
6	Are there separate environments used for Prod vs. non-prod?	
7	Current capacity planning, measuring and performance reporting methods?	
8	Current integration into VoIP and multimedia?	
9	Current wireless and mobility deployment?	
10	Remote access infrastructure?	
11	Datacenter and branch (remote site) design?	
12	Overall management	
13	Tools used	
14	Success metrics	

	Security Infrastructure	
1	Firewall and ACL provisioning and operating process?	
2	Authentication, Authorization and Accounting in current use?	
3	Network admission control in use?	
4	IDS/ IPS currently used and the provisioning and operating tools and methods of such?	
5	IDS/ IPS correlation engine currently being used?	
6	Security audit and compliance tools	

	and methods currently used?
7	Overall management
8	Tools used
9	Success metrics

	Disaster Recovery	
1	Is DR in place?	
2	Is DR to be included in proposal?	
3	Are there specific DR requirements?	
4	Which systems are needed for the DR plan?	
5	What are the Recovery Point Objective and Recovery Time Objective?	
6	Is the DR site hot, warm or cold?	
7	What is the distance connectivity and distance between the two sites?	
8	Is the DR site used to support any other environments during normal conditions?	
9	Is data replication used to keep the second site up to date?	
10	What are the approximate yearly contract costs for DR services third party provider?	
11	What are your current SLAs with the third party?	
12	Overall management	
13	Tools used	
14	Success metrics	

	Management and Tools	
1	Describe the applications/ tools used to monitor the infrastructure and applications.	
2	Describe the applications/ tools used to provision, patch, and audit the infrastructure components.	
3	Approximate yearly software maintenance costs?	
4	Project Management: Processes, Practices and Tools	
5	Resource management (i.e.	

	workforce and resources)
6	Success metrics

	Data Center	
1	Current Location of Data Center?	
2	Who owns Data Center?	
3	Size of Data Center?	
4	# Racks occupied in Data Center to support applications.	
5	Relevance of the site selection	

	Primary Site Hosting	(if provided by a Hosting provider)
1	What are the approximate yearly costs associated with the primary site hosting vendor?	
2	Does the Hosting vendor provide fully managed facility, infrastructure and application management?	
3	What SLAs are in place with the third party hosting vendor?	
4	Overall management	
5	Tools used	
6	Success metrics	

	OneNet/OSF	State Input
1	Describe all OneNet Services Used • POTS • VoIP • DSL • T1 • DS3 • Wireless services • Any other services provided by OneNet • Metrics	
2	Describe All Customer Premise Equipment including number of stations and all trunking • iPBX, PBX, Key Systems • Phones • Videoconferencing	

- Wireless devices
- OneNet Routers
- Metrics

3 Describe Main CPE Per Location
- Switchroom layout
- Closets (if applicable)
- Patch Panels
- Metrics

4 Describe all Trunking Configurations
- Number Inbound Trunks
- Number Outbound Trunks
- Number and Trunk Types
- DID Trunks
- Specialized Circuits
- Metrics

	Please provide any standardize process and procedures currently utilized by the IT organization related to the following services:
1	IT Service Desk and Monitoring Tools (Ticket Volume by Severity Level and Application)
2	IT Service Support Processes • Security Management • Incident Management • Problem Management • Configuration Management • Release Management • Change Management
3	IT Service Delivery Processes • Service Level Management • Availability Management • Capacity Management • IT Financial Management • IT Service Continuity
4	Overall management
5	Tools used
6	Success metrics

	Supporting Documentation
1	Document depicting the physical layout of major applications
2	Provide a schematic configuration overview of all servers if available
3	Data Center Floor Plans

4 **Provide number of resources supporting the application environment (Server, Storage, Backup, Network, Security, Operations, App Maintenance)**

Focused Workshops

Managing Speed, Integration, and Risk

- How do you align people for major change?
- How do you solve complex, mission-critical problems?
- How do you collaborate across geographies, functions, and business units?
- How do you reduce risk?
- How do you gain clarity and choose a path forward?
- How do you mobilize for action?
- How do you get results faster?

One of our key differentiators is our workshop approach and we plan on using it to get the major stakeholders from each division to:

- agree on scope
- determine key areas of focus
- approve the proposed ROI and signoff on benefits range
- buy in on the change
- agree on the approach for delivery

The workshops combines Capgemini methodology with a unique, open work environment to deliver large scale facilitated sessions geared at accelerating timelines, gaining alignment and mitigating risks. At the workshops, our methodology allows us to bring together decision makers, implementers, and subject matter specialists. We eliminate distractions so participants focus on one thing: attaining their objectives.

Participants at the workshops design effective solutions to their most significant, mission-critical problems. They work together building commonality.

The speed of change inside and outside of organizations is accelerating. Governments must respond faster and faster, and the answer would seem to be swifter, more efficient decision-making. But it is not so easy. The complexities associated with mission-critical decisions are also increasing exponentially. And constrained resources make it more and more difficult to both sustain current business and work on new projects. In short, old approaches are becoming less and less relevant.

So how do we enable change to happen for us instead of to us? That old assumptions and models are not blinding us to new realities? That our organizations actually will implement the crucial decisions we need to make?

Capgemini believes the appropriate way to respond to these challenges is through high-performance group creativity and collaboration. We have designed our workshops to fuse those two core principles in a way that unleashes group genius and yields breakthrough solutions and action plans in days rather than months.

Capgemini wants to help the State grow, innovate, compete faster than the competition while finding operating efficiencies, eliminate areas of overlap and to reduce the total cost of ownership of technology infrastructure and applications.

Figure E-11. Stakeholder Workshop

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Capgemini will bring together the major stakeholders to share and collaborate for the State.

A stakeholder workshop session is a time dedicated to collective construction. Work is primarily undertaken in individual workshops and small coordinated groups, in order to benefit from all forces within the group.

The method is based on two principles:

- **Parallelization:** coordinating multiple ways of exploring the same environment, while maintaining a general coherence.
- **Iterations:** building, step by step, a collective vision of the solution, avoiding silo-type organization, through a logical course built in three stages.

Stage 1: Scan What do we need to know?

CAN: What do we need to know?

- Build the foundation for a high performance team
- Explore and understand the facts and implications
- Engage with industry specialists
- Create a common language and a new working culture
- Uncover critical assumptions and issues
- Gain new perspectives

Stage 2: Focus What could we do?

FOCUS: What could we do?

- Conduct scenarios and simulations

- Test and evaluate hypotheses/alternatives
- Build, combine, and iterate solution models
- Uncover and remove barriers to change
- Clarify expectations
- Integrate diverse opinions

Stage 3: Act What will we do?

ACT: What will we do?

- Create group alignment and intention to act
- Make definitive decisions
- Engineer all aspects of the solution through parallel processing
- Take ownership of the solution
- Establish detailed short- and medium-term action plans
- Move the solution forward

The workshops' methodology aligns diverse stakeholders — business, technology, customers, vendors, subject matter specialists — to define the future from high-level strategy to detailed design. The event unfolds in three phases, known as Scan, Focus, and Act.

Our workshops are based on a similar look and feel as our formal Accelerated Solutions Environment (ASE). While the targeted workshops share many of the elements of this patented process, they are not identical. We have also provided additional information on the ASE process

For over half of Fortune 100 companies, Capgemini's Accelerated Solutions Environment® provides a different way of working. This creative workspace combined with a patented facilitation approach allows you to solve complex problems, develop a broad set of solution champions, and generate enormous momentum aimed at your project goals.

- **Acceleration**
  - Make business decisions in hours and days, rather than months and years
- **Innovation**
  - Unleash group genius to craft a more robust and creative solution than any individual effort
- **Alignment**
  - Mobilize diverse stakeholders to implement collectively created solutions
- **Risk Management**
  - Reduce rework and extended feedback cycles to accelerate signoff

Our ASE Experience

- Over 3000 events with over 600 different clients
- 40% of clients have conducted multiple events
- 55% of Fortune
- Top 100 Global Companies
- 44% of Business Week's Top 100 Global Brands

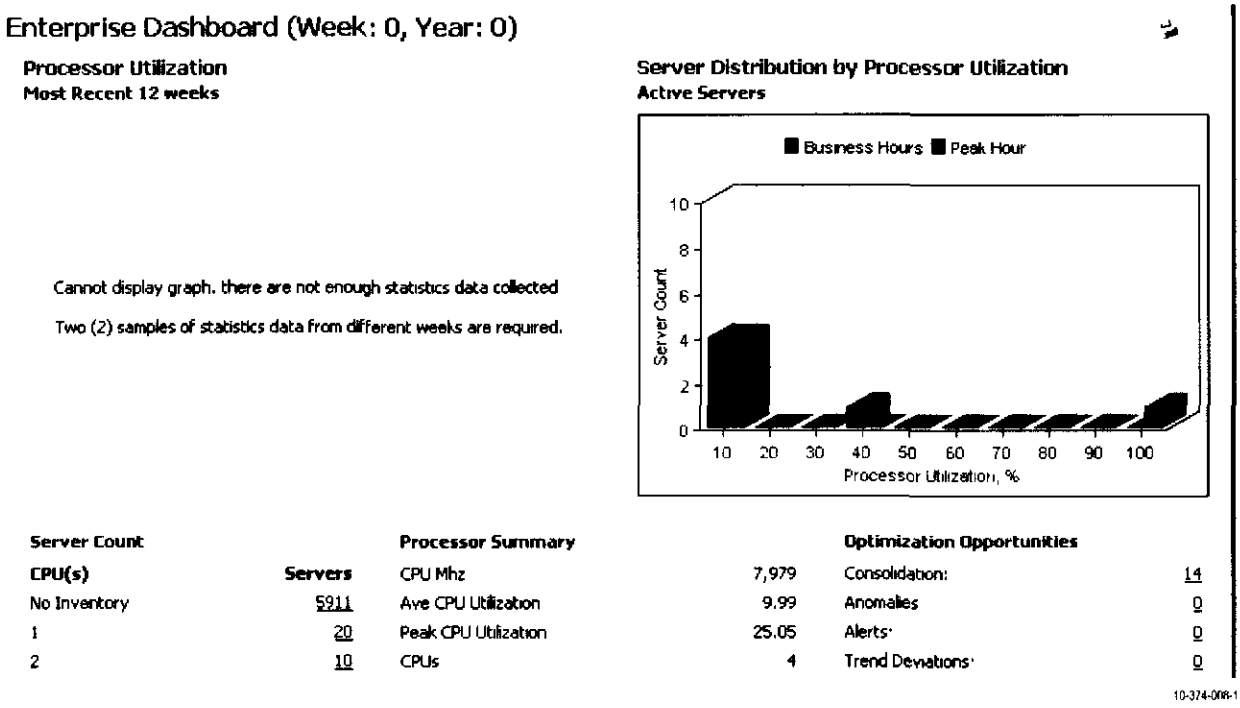
ASE Customer Example of Critical Technology Acceleration (TME Client)

- At a Glance
  - Global networking and technology services firm needs to change how they conducted transactions with customers.
- Challenge
  - A $20 billion networking and technology services firm is currently running on processes and infrastructure that were built 10 years ago to support a $15 billion business. Expected growth to $60 billion in five years compounds the problem. Moreover, they need to change how they conduct transactions with customers. This will touch every part of how they do business.
- Solution
  - To accelerate the deployment and gain alignment around the approach, the EVP of Sales Operations invited 60 senior leaders from 6 different regions to a 3 day ASE DesignShop. Their task was to translate 6 separate back office initiatives into one coherent story about how and when the field reps and customers would need to change how they conducted transactions. To do this, the team first needed to explore effective ways to manage transformation on a scale they had never faced before. This included defining how business would change by stakeholder group and region; a governance structure that spanned global, corporate, and local resources; a change management approach; and an execution plan by region that included an estimate of FTE's required for deployment. This last item was critical as the EVP needed to put together a business case to fund this initiative.
- Value
  - This newly aligned global team left with a common understanding of the Commerce Transformation vision and the changes needed to accomplish it. They created an integrated 18-month execution plan, with agreed roles and responsibilities at the global, corporate, and local levels.
- In their Own Words
  - *"We are talking about transforming the company. I have been to 3 ASE DesignShops. If you have a project that is complex, cross functional and a hairy item, this is the right vehicle to help deliver results." – EVP of Sales Operations*

VMWare Capacity Planner

Capacity Planner is a utility used to assess technology infrastructure with comprehensive performance metrics specific to creating a consolidation strategy of a Windows and Linux OS operating environment with VMware. Capacity Planner helps plan capacity enhancement through detailed utilization analysis and benchmarks. It assists in designing a solution with scenario modeling and impact analysis. It is an agent-less collector that is installed on customer's network to inventory a customer's environment with performance metrics and usage trend forecasting. Capacity Planner has a multitude of comparative performance statistics for benchmarking and problem resolution. It shows potential - Energy/Space/BTU savings, "what if analysis", obsolete and underutilized servers, re-deployable servers, and re-configurable servers.

Figure E-12. Alinean Dashboard and Inputs



The Alinean dashboard and inputs provides a real-time of view server utilization

Alinean TCO Calculator

When looking specifically at the ROI and TCO of server consolidation Capgemini will utilize a Total Cost of Ownership Calculator from Alinean which has customized data from IBM, HP and other major hardware vendors. The utility will take as input current state example data of the processing potential, administrative, licensing and support costs using industry standard averages and published benchmarks and compare it to a consolidation approach on the capabilities of today's latest and greatest hardware platforms from the leading manufactures.

Alinean TCO Calculator - Example Report Data:

Top cumulative benefits for the project include:

- Server Software Costs

- Server Hardware Costs
- Power and Facilities Costs
- Systems Management Labor
- Business Agility – Productivity Impact

These benefits can be grouped regarding business impact as:

- Technology cost reductions
- Business Operating efficiency improvements
- Business strategic advantage benefits

The project is expected to help the State of Oklahoma meet the following goals and drive the following benefits

- Reduce technology Infrastructure Costs
- Improve Technology System Availability / Service Levels
- Improve Technology Staff Efficiency/ Productivity
- Improve Time to Market for New Offerings

The proposed project is expected to deliver the following benefits to specified stakeholders:

- Information Technology – technology
- Enterprise-wide Target User Population
- Operations

To implement the proposed project will require a 3 year cumulative investment including:

- Initial expenses
- Capital expenditures
- Operating expenditures

Comparing the costs and benefits of the proposed project using discounted cash flow analysis and factoring in a risk-adjusted discount rate the proposed business case predicts:

- Risk Adjusted Return on Investment (RA ROI)
- Return on Investment (ROI)
- Net Present Value (NPV) savings
- Internal Rate of Return (IRR)
- Payback period of *n* months

Figure E-13. Alinean TCO Calculator View 1

Based on your business case requirement and comfort level of using ROI Analyst, please select the level of complexity/details you want for this analysis: Quick & High-Level

Data center(s) primary geographic location: United States

Currency default/selection: $0 — Change Currency

Specify Requested Information about the Current (AS IS) Configuration

Current Server Profile

Current Operating System	HP-UX 11i v2 and older
Current Operating System Environment	Data Center / Mission Critical
Current Application	SAP 64-bit
Current Database	Oracle
Current Server Platform (see note below)	HP 9000 Servers

Current Server Configuration	Server type	Number of Servers	Average Purchase Price (per server)
None	Application	0	$0
None	Database	0	$0
None	User Presentation	0	$0
None	Application	0	$0
		0	$0
		0	$0
		0	$0
		0	$0
		0	$0
Total (all servers)		**0**	**$0**

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Figure E-14. Alinean TCO Calculator View 2

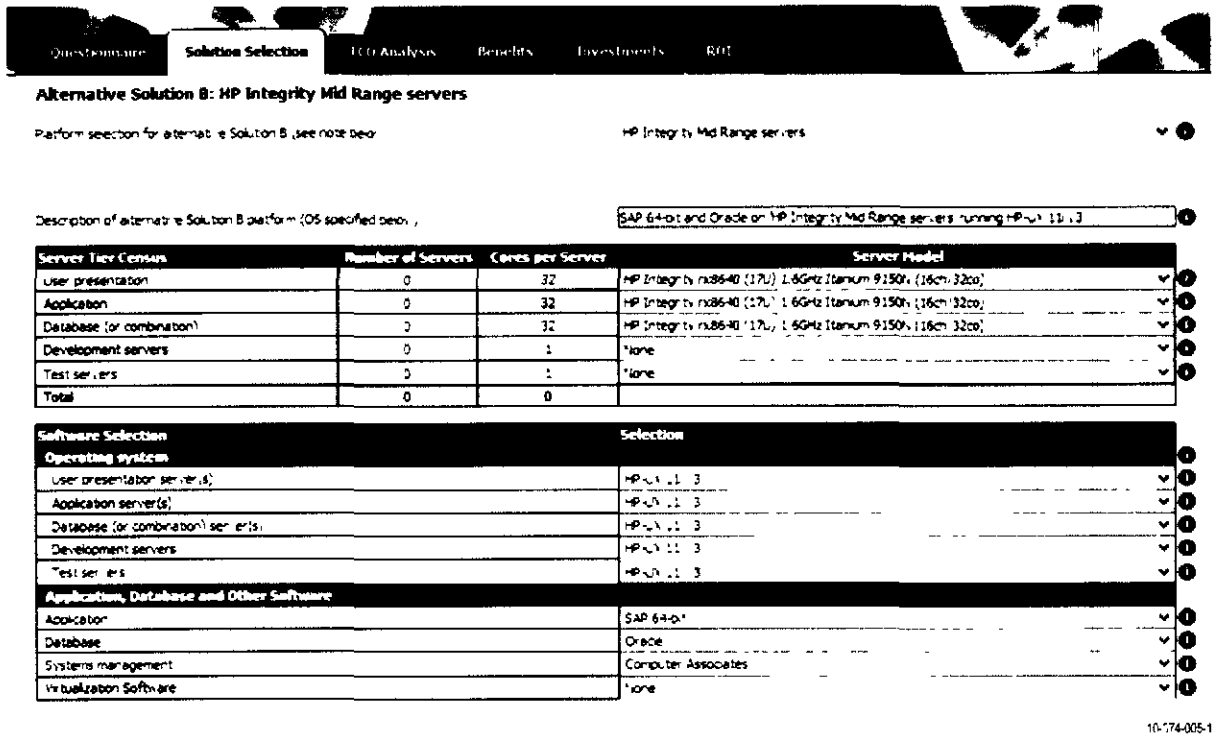
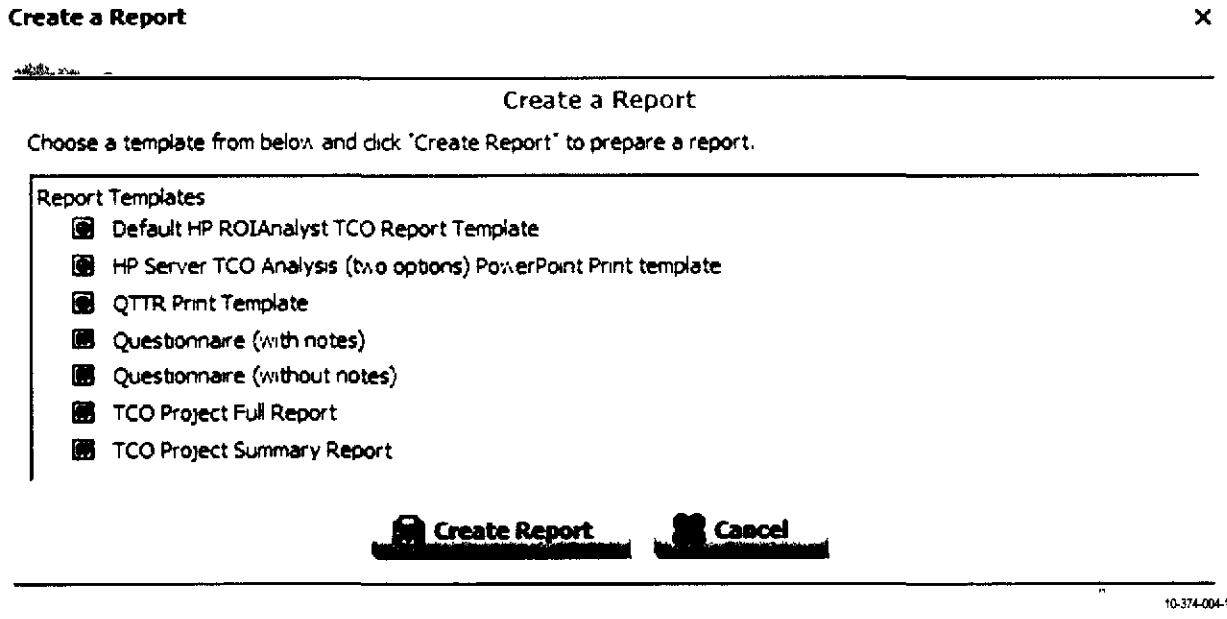


Figure E-15. Alinean TCO Calculator View 3



The tools above provide a view of the available information and inputs that Capgemini utilizes to generate TCO information which is used for current and future modeling purposes. In this instance, the references to HP are for illustrative purposes only.

E.2.1.3 Proposal Option – Automated Inventory Collection Methodology

Background

The RFP calls for the bidder to collect data about the IT infrastructure across the State via an assessment which "will involve a survey, study, and analysis of the above-mentioned entities' information technology and telecommunications resources including but not limited to hardware, software, applications, network, infrastructure, personnel, consultants, projects, processes, practices, capabilities, structure, organization, governance, and operating and capital budgets."

The data required for many of these items can only be obtained through surveys and discussions. When addressing the IT infrastructure (hardware, software, networks, storage, applications, etc), there are significant challenges in obtaining the required data through surveys. An initiative such as this requires data to be collected in a rapid, consistent, accurate, repeatable manner in order to have value for analysis, planning, and ultimately the measurement of success. Industry experience shows that manually collecting the level of data required under this effort will: a) be a time consuming effort which requires multiple requests to organizations in order to obtain their data submissions; b) be prone to errors and omissions as different organizations will apply varying levels of effort to the reporting requirements; c) provide data that is inconsistent and inaccurate as organizations collect and report data through multiple manual efforts as well as through a multitude of solutions; and d) unrepeatable as the processes will not be consistent across organizations over time – eliminating the ability to measure progress and success.

Proposed Solution

The proposed solution eliminates the challenges of manual surveys of the IT infrastructure by collecting data across the organization through the use of a common, automated technology which will produce consistent results both across the enterprise and over time. The solution proposed is to employ the **BDNA Discover** application, an agentless IT inventory solution which collects, normalizes, and presents data on all system elements of all networked components of the IT Infrastructure. The Discover application has been architected specifically for this type of requirement – broad data discovery across political and geographic boundaries. The capabilities of Insight enable complete data collection across the State's enterprise in only a matter of weeks resulting in much more complete and accurate data than manual surveys at a much more effective price point.

Going beyond discovery, the BDNA application suite not only collects the data, but also normalizes it and augments it with additional analytic data elements such as vendor support dates, product lifecycles, power requirements transforming the data from raw data into actionable information – and presents this actionable information through a lightweight business intelligence interface designed for IT managers to apply the infrastructure data to key initiatives such as consolidation, security, software licensing, enterprise architecture, application rationalization, shared services, and more.

Solution Overview

BDNA achieves its comprehensive discovery and inventory without ever deploying software agents to target devices and without requiring administrative access. These items are key to the ability to deploy very rapidly and comprehensively.

BDNA accomplished this through the use of our extensive library of fingerprints for hardware and software systems spanning the IT universe. These fingerprints allow BDNA to type hardware, identify key reporting elements, confirm the installation or removal of software, and more. The BDNA discovery process employs our fingerprints to perform data collection across three distinct levels of access and data:

- Level 1 requires nothing more than routable network access to the target devices and provides operating system level data about the target devices present on the network as well as data about interesting network services running on these devices
- Level 2 utilizes a non-administrative credentialed access to devices to provide detailed data on all configuration elements of hardware and all installed software.
- Level 3 utilizes non-administrative access to enterprise application systems (primarily databases and ERP systems) to deliver metadata about the application, users, models, tablespaces, etc.

The BDNA application is designed to enable data collection through a variety of network designs. While it is ideal from a time and cost perspective for the BDNA application to reside at a single central location within the customer's network which has access to all target devices inside all Departments and Agencies this is not always feasible in the customer's environment for either technical or political reasons. Where full central access is not feasible BDNA's modular approach allows inventory collection to take place either from multiple locations with data consolidated centrally.

The transactional data collected through the Discovery process is normalized and augmented through the BDNA Technopedia (Technopedia is the world's largest collection of IT encyclopedia information with data on over 10,000 manufacturers and 80,000 products and over 1 million datapoints). Through Technopedia the millions of rows of discovered data are parsed into meaningful information useful for analysis in planning. This data cleansing process eliminates the need for users or analysts to know that Adobe acquired Macromedia, to research the end-of-support date for Oracle 10g, or to find out which printers in the environment are not EnergyStar compliant models.

Data is presented through the BDNA Analytics, enabling simple, yet robust reporting to support strategic and tactical initiatives. BDNA also enables the integration of the infrastructure data into external systems such as helpdesk, security, EA and others through the BDNA Publisher module.

Important Note: BDNA is designed purely as an analysis and reporting system for the IT infrastructure. As such, two key limitations are present:

- BDNA has no ability to collect data on, or inspect user files. While BDNA has the ability to detect the presence of applications, such as Excel for example, it has no ability to inspect the contents of any Excel documents present on the system.
- As an agentless, read-only system BDNA has no mechanism to implement changes to any devices. While BDNA may identify areas of risk during discovery (such as out of date antivirus software, or the presence of an unauthorized application), BDNA cannot correct these areas. BDNA can, however, provide data on the risks or exceptions to other applications designed for device management.

Automated Inventory Collection Proposal

To collect the data in support of the requirements laid out in the RFP, BDNA proposes an initial on-time infrastructure inventory collection effort. Subsequent efforts may be relevant to measure the success of plans as they are implemented.

Proposal Overview: The proposed effort provides:

- All hardware and software necessary to perform the inventory data collection
- On-time data collection effort across the State's enterprise
- Unlimited use of the BDNA Analytics reporting module through December 31, 2010.
- Inventory collection at a maximum of 10 locations
- 40 Days of inventory collection by BDNA Engineer

State Requirements/Limitations: In order to perform data collection, the BDNA application and personnel must have the following:

- The BDNA application must have clear routable access to target devices inside each discovery location. This may require firewall configuration on the part of the customer.
- The customer is responsible for providing BDNA personnel with the required network topology, network ranges, and device credentials.
- This proposal is not limited by the number of assets discovered or the use of the application.
- This amount of data discovered is limited only by the access and input information provided by the State.

E.2.1.4 Deliverables

Capgemini's deliverables for the Assessment and Report (As-Is State Phase) includes Mobilization and Analysis stages:

Mobilization (Stage 1) is characterized by:

- Develop objectives, principles, plans, check-lists, priorities, scope, teams and targets
- Accelerate project with Stakeholders workshops
- Accelerate project by analyzing and reviewing cost/benefit hypothesis

Analysis (Stage 2) is characterized by:

- Conduct current-state assessments of organization, operating model, business applications, projects, infrastructure and assets Quick-win and benefit identification
- Assessment of the synergies and overlap of different State entities
- Quick-win and benefit identification

Deliverable	Created in Stage	Description
Final Project Work plan	Mobilization	• Develop master document for scheduling Capgemini and State meetings, resources, and project deadlines
Meeting and Interview Schedule	Mobilization	• Schedule based on the project work plan and provides details for scheduling key client meetings for stakeholder interviews, project status, and other key meetings • Developed jointly by Capgemini and State.
Cost Hypothesis Summary	Mobilization	• Executive understanding alignment and ownership of the scope of the project. • Identify cost hypotheses from the State-wide perspective. • Set imperative that significant operating expense savings must be implemented.
Current State Total Cost of Ownership	Analysis	• Raw assessment of current cost structure by division, by geography, and by functional area • Current-state assessments of organization, operating model, business applications, projects, infrastructure, and assets to include all internal and external costs
Benchmark Comparison of Cost and Operating Structure	Analysis	• Benchmark of costs and operating structure based on leading approach and industry median
Quick Wins and Benefit Identification	Analysis	• Analysis of initial costs savings hypotheses, opportunities, and the benefits associated with them

Once the tasks are completed above, Capgemini will build a report that will focus on the aspects of the Assessment and Report (As-Is State).

Typical information that would in the report would include:

- How the discovery was performed
- Consolidation objectives and principals
- As-Is State results
- Consolidation opportunities
- General thinking and impressions
- Framework objectives for consolidation
- Methodology
- Stakeholder roles revisited
- Review of Schedule
- Gaps and concerns
- Forward plan for Phases 2 and 3

E.2.2 Strategic Plan

Our Understanding:

The State of Oklahoma is seeking the services of a Consultant to conduct a statewide, comprehensive assessment and analysis, make recommendations, and draft a strategic roadmap and plan.

The goal is to transform the State of Oklahoma's current ITC-related organizations, structures, technologies, capabilities, processes, facilities, practices, tools, standards, architectures, supply chain relationships, and workforce, in order to:

- Lower the long-term total cost of statewide ITC by reducing the:
  - Cost of ITC acquisition
  - Cost of ITC operations
  - Unnecessary duplication of statewide ITC
- Improve statewide ITC capabilities and services to better support state and agency "business" capabilities and services to citizens
- Improve ITC security, risk management, and continuity of operations
- Enable compliance of statewide ITC with applicable laws, standards, and requirements
- Create a culture of continuous improvement in ITC statewide.

Capgemini has mapped the project to develop the preliminary draft and final report as a series activities aimed at defining the To-Be and Roadmap phases. We describe the Capgemini Approach, Tools/Templates and Deliverables directly below.

In this phase, Capgemini has applied our methodical, proven approach to this complex project for the State. Our goal in this phase is to generate a preliminary draft and final report based on the Visionary and Roadmap phases that are achievable.

E.2.2.1 Approach

The State is highly dependent upon technology services, and requires capabilities to deliver critical service-levels at an acceptable cost. Capgemini has extensive experience assisting organizations to evaluate their technology operations and successfully implementing strategies for cost take-out and efficiency improvements. Our experience, coupled with industry leading methods and tools, provide an effective mechanism to jump-start this assessment and accelerate the realization of benefits.

Our approach is centered on understanding the critical drivers of effective technology operations. It will focus on the following principles to drive results:

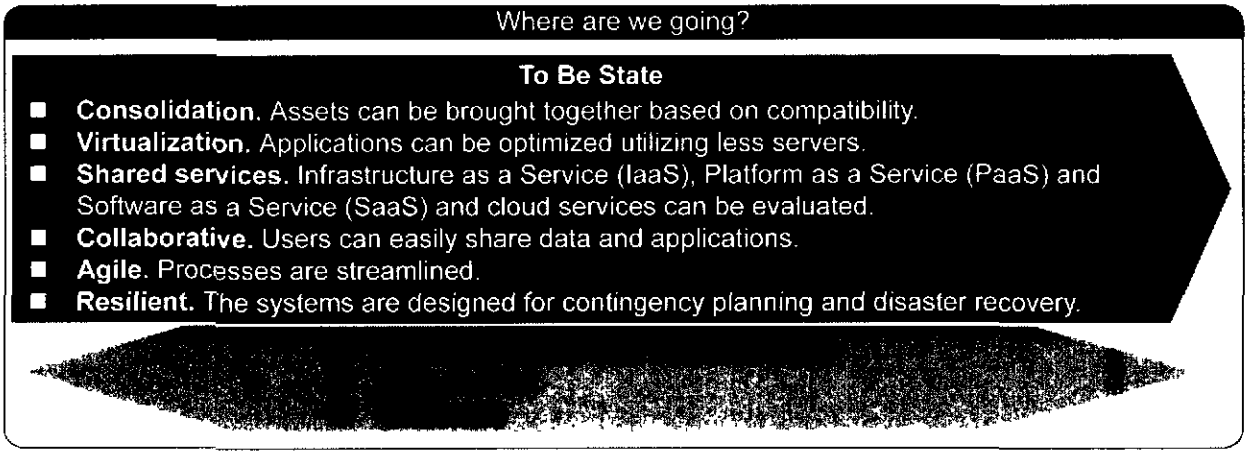
- Flexible and scalable infrastructure
- Applications rationalization
- Process improvement
- Service consolidation

- Cost improvement
- Service level improvement
- Facility improvement

Costs reduction work is organized around several threads, including:

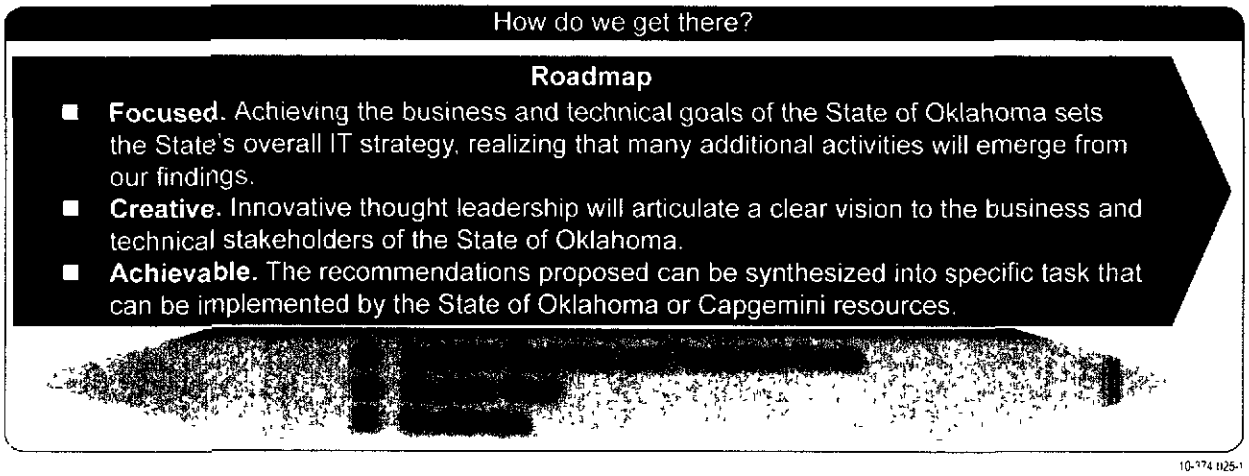
1. Improve the global technology investment portfolio and its management
2. Rationalize the applications and information portfolios
3. Reduce TCO of existing applications
4. Enhance infrastructure to reduce operation and support costs
5. Harmonize the service catalog and adapt SLAs to real business needs
6. Improve the technology sourcing and partnership strategy
7. Streamline internal processes and tools

Figure E-16. To-Be



*The primary objective of the **visioning** and **roadmap** phases is to build recommendations for a solid, innovative, impactful business and technology foundation for the State*

Figure E-17. Roadmap



Capgemini plans to take a structured approach to developing strategies that will establish a clear set of recommendations that will help the State achieve its goals.

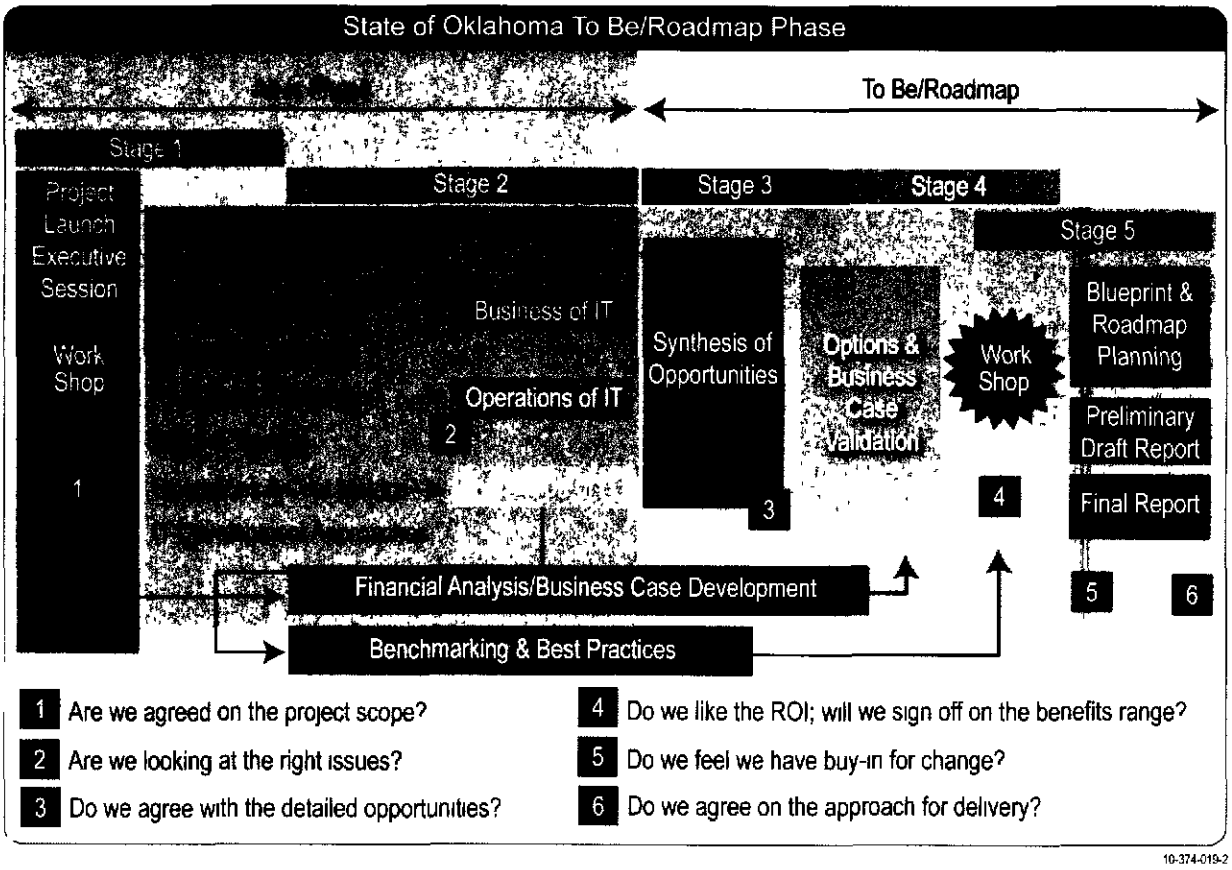
The To-Be and Roadmap phases will be the basis for the preliminary draft report and final report for the State. Building on the As-Is State phase, several key activities comprise our approach including the:

- Synthesis of opportunities
- Options and business case validation
- Stakeholder workshop
- Blueprint
- Roadmap Planning
- Preliminary Draft Report
- Final Report

In addition, the continuation of activities that began in the Current Phase including:

- Financial analysis/business case analysis
- Benchmarking
- Leading practices
- Progress reports to the State

Figure E-18. Capgemini Activities by Phase



The diagram represents a visual representation of Capgemini activities and when they occur focusing on the To-Be and Roadmap phase

E.2.2.2 Tools and Templates

Capgemini has performed numerous Technology Strategy, Transformation and Rationalization engagements across multiple industries, collecting a powerful set of knowledge assets to leverage similar projects. This diverse array of tools, frameworks, and methods includes:

- Technology Frameworks
- Process Models and Standards
- Process Evaluation Checklists
- Shared Service Models
- Chargeback Models
- Configuration Standards
- Rate and Volume Pricing Benchmarks
- Operations Performance Metrics
- Vendor Contract Templates

- Vendor Evaluation Matrix
- Staffing Metrics

Capgemini utilizes several tools in the roadmap and strategic plan phase. The following tools are described below:

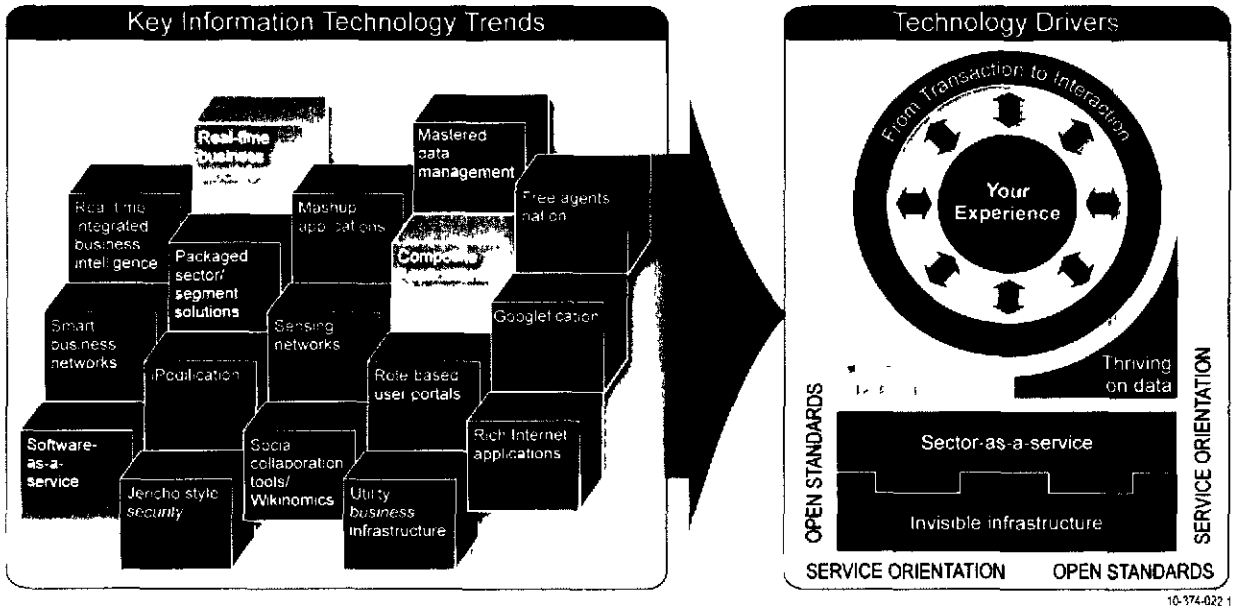
- TechnoVision 2012
- Infrastructure Design Framework (IDF)
- Integrated Architecture Framework (IAF)
- On Time At Client Expectations (OTACE)
- Stakeholder workshops

TechnoVision 2012

TechnoVision is our framework which helps technology and business users develop a shared understanding of the emerging technology landscape and identify which new technologies will have the most substantive impact on their business. It helps navigate the changing technology landscape.

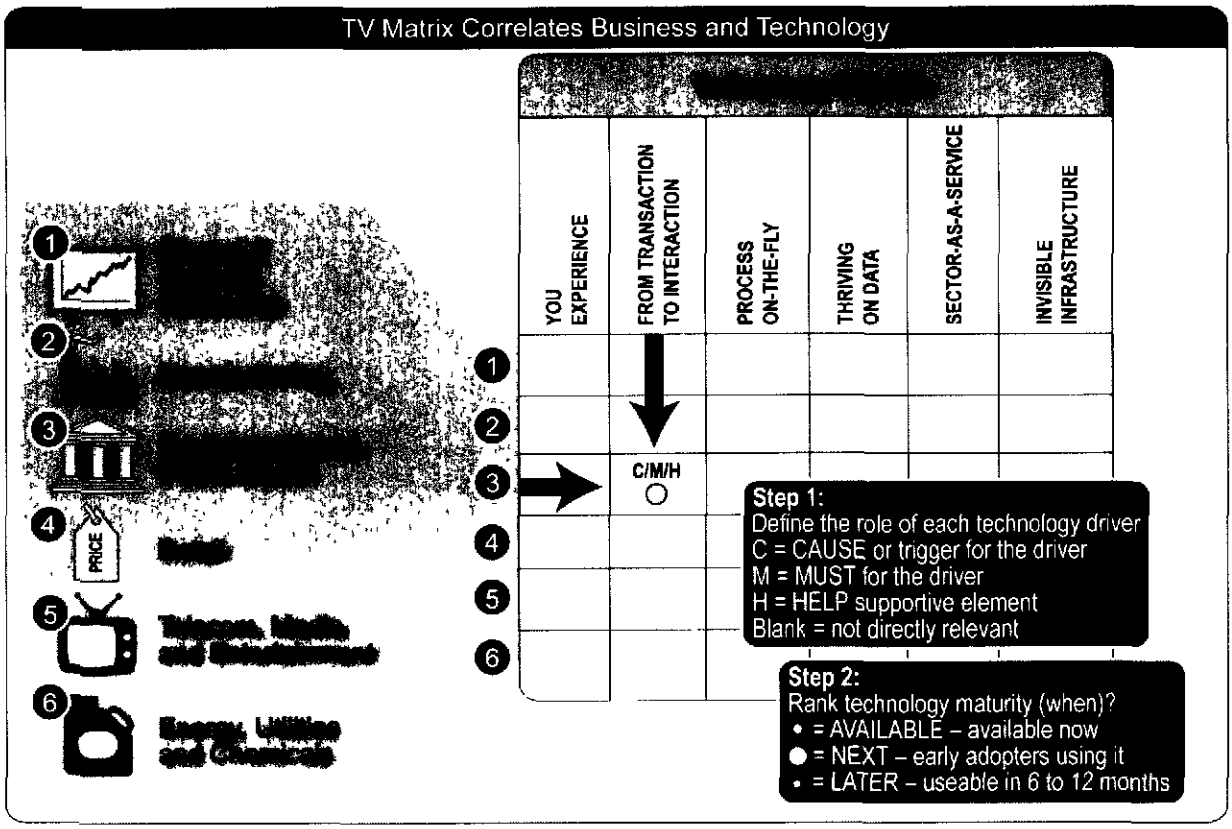
TechnoVision maps the world of technology capabilities to determine which technologies are related to the needs of a particular business or industry. This provides clarity so business and technology executives can focus their efforts and work together more effectively.

Figure E-19. Technovision Objectives



Technovision provides clarity on information technologies and their future by structuring technology developments into 17 technology trends and grouping them into seven technology clusters

Figure E-20. TechnoVision Matrix Correlates Business and Technology



Technovision provides an exact picture of the relationships between business and technology – through the TechnoVision Matrix

Major Technology Cluster

Key Technology Trends

1. Invisible Infostructure

Key technology trends include:

- Jericho Style Security
- Utility business infra-structure
- Sensing networks
  - Infrastructure evolves into a utility-style Invisible Infostructure, supplying all the infrastructural services that an organization needs to responsibly and securely run its business on, including application, information, exchange, sensing and collaboration services.
  - Organizations liberate themselves from having to run basic infrastructural services such as computing power, storage, networking, desktop clients, security and identity. These services are supplied from a virtual Internet 'cloud,' which hides the details of suppliers, technologies and systems.

2. Sector-as-a-Service

Key technology trends include:

- Software-as-a-Service
- Packaged-Sector/Segment solutions
  - Core, commoditized business solutions are delivered as little-customized, standard software, even supplied through Software-as-a-Service. More market-specific (sector-specific) core services will be delivered through this mechanism, freeing organizations.
  - Standardized sector/segment solutions are replacing legacy systems, or legacy systems are 'stabilized,' providing them with service-oriented interfaces
  - Unmistakable is the movement from classic ERP to orchestrated business services—sector/segment specific, cross-sector, function specific, cross-function, cross-company services

3. Process-on-the-fly

Key technology trends include:

- Real-time business process control
- Composite Applications
  - A new wave of service-oriented solutions enables business analysts to quickly simulate, describe, model, execute and manage business processes. This provides an unprecedented capability to change and improve a process 'on-the-fly', responding to business-critical events the moment they occur
  - This flexibility increases even more with the availability of business rules systems that help to isolate the policies of the organization from the supporting information systems
  - In addition, 'composite application' platforms provide flexibility through their ability to quickly compose supporting applications from fine-grained, loosely coupled services

4. Thriving on Data

Key technology trends include:

- Real-time Integrated business intelligence
- Mastered Data Management
- Google-fication
  - Detailed insight into crucial data and events is a necessity for organizations that want to navigate a constantly changing, information-rich environment. Organizations that know how to connect the use of data to their business objectives are Thriving on Data, constantly reading, analyzing and reacting to information inside and far outside the company boundaries
  - Intelligence becomes a real-time, integrated part of whatever system or device we use. It will support real-life decisions on the spot wherever and whenever they are needed

5. From Transaction to Interaction

Key technology trends include:

- Social Collaboration Tools/Wikinomics
- Free Agents nation
  - The Transaction to Interaction cluster includes capabilities that help organizations externalize their information, processes and events. By connecting to the outside world, fixed, predefined business transactions become ongoing relationships with clients and partners—all engaged in a continual cycle of learning, collaboration, innovation and co-creation of concepts, ideas, knowledge and tangible products.
  - This is a "mesh network of everything" in which systems and information are shared by default, and new opportunities for collaboration—sometimes ad hoc or short-lived—arise over and over again

6. You Experience

Key technology trends include:

- iPodification
- Rich Internet applications
- Mashup applications
- Role-based User Portals
  - The You Experience cluster introduces a new generation of user interface technologies that provide a compelling, highly individualized experience.
  - The You Experience shifts the focus of solution development away from solutions that are designed and built beforehand. Instead, unique, tailored systems are quickly orchestrated from fine-grained components ('services') from sources both inside and outside the organization

7. Open Standards and Service Orientation

Key technology trends include:

- The crucial foundation for technology-driven change in the forthcoming years. Many breakthroughs and new uses of technology are catalyzed by the increased availability of open standards – both as an enabler of boundary-less information flow between organizations but also as a shared vocabulary and a shared way of working that fuels global, distributed-delivery scenarios.
- As a consequence of open standards, Service-Oriented Architecture contains powerful design principles that greatly simplify building and managing even the biggest systems through its emphasis on standardized, loosely coupled building blocks (or services)

TechnoVision's important messages

- ***Liberate***

- Using technology to free our clients from the burden of their legacy solutions and from heterogeneous infrastructures, which generally bring no differentiation and no competitive advantage, but absorb the bulk of the available technology budget

- **Business technology**
  - TechnoVision Matrix shows that we are adding a new dimension to the 'old term' of information technology; we are adopting the notion of 'business technology'. In business technology, there is one strategy marrying business and technology, and many opportunities are the result of the single view – business (and) technology. A Business technology approach brings technology much closer to the real needs of the business – and projects are typically carried out in the near proximity of the business -,which is paramount in a period of downturn

- **Agility**
  - The old dream of the 'adaptive enterprise' is progressively becoming a reality – thanks to the concept of service-oriented architecture, which enables highly flexible solutions that can accommodate sudden business change

- **Open standards**
  - The rapid progress of open standards makes many existing standardization efforts obsolete, and gives every organization the long-awaited opportunity not just to connect, but to link its components among themselves, and to link with its partners and clients or customers. Understanding the role of open standards is key to achieving many of the benefits that we envision through TechnoVision.

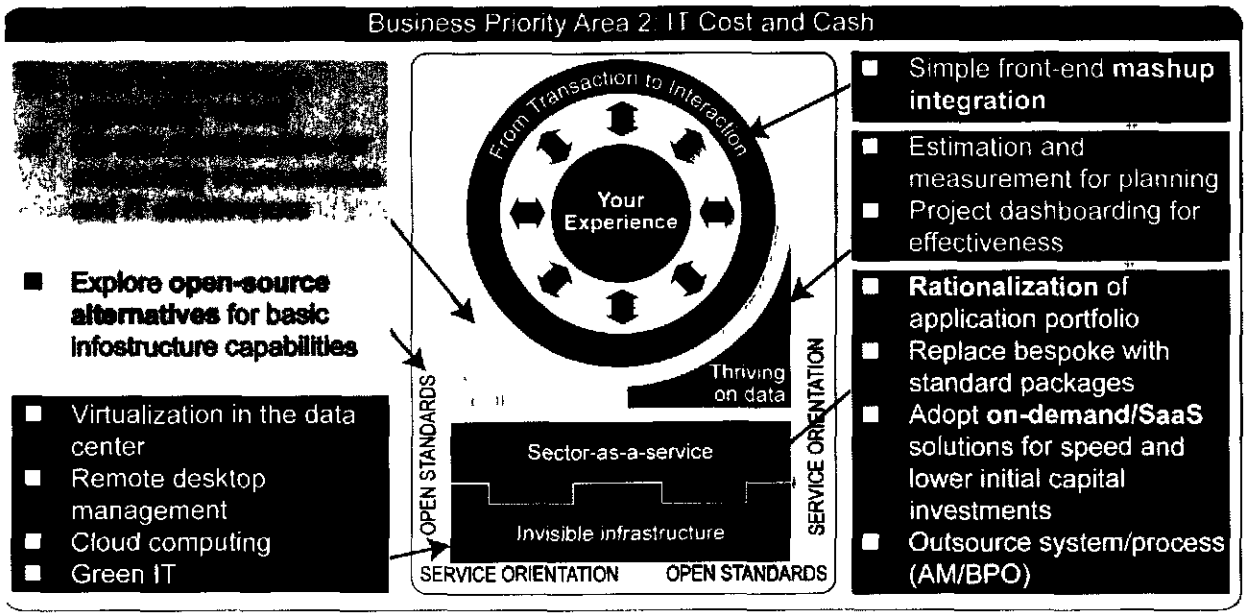
How does TechnoVision fit the needs and goals of this the State of Oklahoma initiative? TechnoVision is the right instrument to use during a downturn. In previous downturns technology was often seen as the problem; now it is often seen as the solution. During a downturn companies must rework their Business priorities and drivers.

Example of business priorities and drivers in a downturn

1. Operational cost and cash
2. Technology cost and cash
3. Customer focus and sales
4. Products and services
5. Supply chain and partners
6. Workforce planning and HR
7. Trust and transparency
8. Rising in the recovery

Changes in business priorities mean changes in business drivers and the need for new business drivers. – Which change? Which new drivers? Technology costs are a tempting target for cost cutting – where do cuts make sense? Where can technology save money?

Figure E-21. TechnoVision As An Input

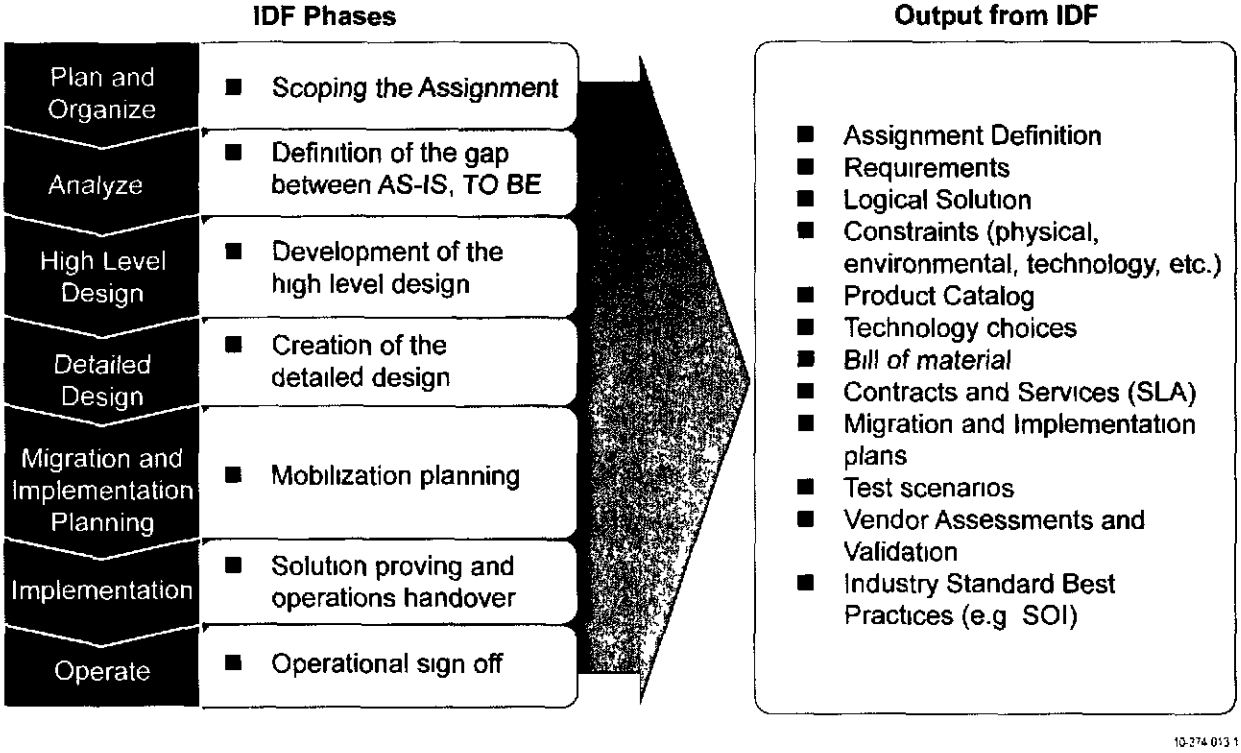


A specific mapping of your business drivers to Technology Clusters and key technology trends leads to a customized TechnoVision lens for us to assist the State o in evaluating strategic alternatives and comparing alternative hypothesis related to this assessment

Infrastructure Design Framework (IDF)

Capgemini utilizes the Infrastructure Design Framework for aiding with technology decisions. Capgemini can work within the constraints of existing infrastructure as well as decisions that are pending. A further exploration of product and catalogues are typically integrated into our assessment process. An IT governance policy will be suggested during the duration of the project which could span multiple years depending on the complexity. This process would be to limit or require rationalization of specific procurements and their short and long term implications to the overall project. Figure E-22 demonstrates IDF's phases and outputs.

Figure E-22. Infrastructure Design Framework (IDF) Phases and Outputs



The IDF model uses structured phases in achieving output material used for the To-Be and Roadmap phase for the State.

Integrated Architecture Framework (IAF)

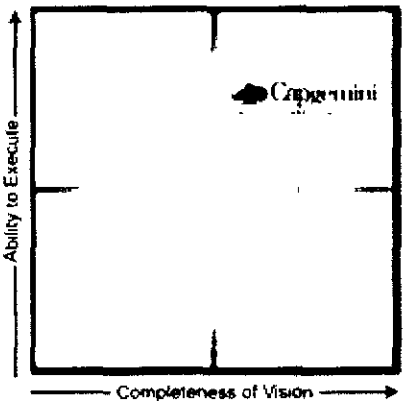
First and foremost, Capgemini takes an agnostic approach in bringing leading tools and infrastructure in achieving results. We have strategic partnerships with all major equipment and software suppliers, allowing us to work within your current environment and make educated suggestions for replacements when desired or necessary.

Additionally, Capgemini was the leader and developer of the Integrated Architecture Framework© (IAF). This is an architecture framework that includes business, information, information system, and technology infrastructure. IAF has been developed and enhanced by Capgemini since the 1990s, from live experience of practicing architects on client project across our organization. IAF is:

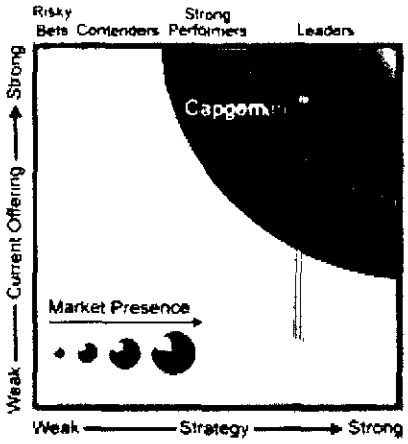
- A comprehensive framework to deliver market-leading solutions
- Adaptable to the specific needs of an organization
- Scalable from individual projects to enterprise-wide transformation
- A recognized architecture method in The Open Group's IT Architecture Certification program (ITAC)
- IAF has evolved based on the real-world experience, and continues to provide strong focus on the need to understand the business needs and drivers, and for all aspects of the architecture and all architectural decisions to be traceable back to these business priorities.

Capgemini has assembled a seasoned team that offers the requisite skills to perform this assessment. It has the experience to offer a turnkey approach to move through future implementation phases with a successful realization of benefits.

Capgemini is recognized as a global leader, with a proven set of methodologies and leading resources. Our consultants bring deep skills and experiences in consulting, technology, and outsourcing unique to this engagement. We also have strong working relationships with the leading hardware and software vendors across the technology landscape. This promotes stronger evaluations and recommendations on key technology decisions.



Capgemini was rated by Gartner as an ERP leader in its 2009 Magic Quadrant



Capgemini was rated by Forrester as an ERP market leader in the Forrester Wave

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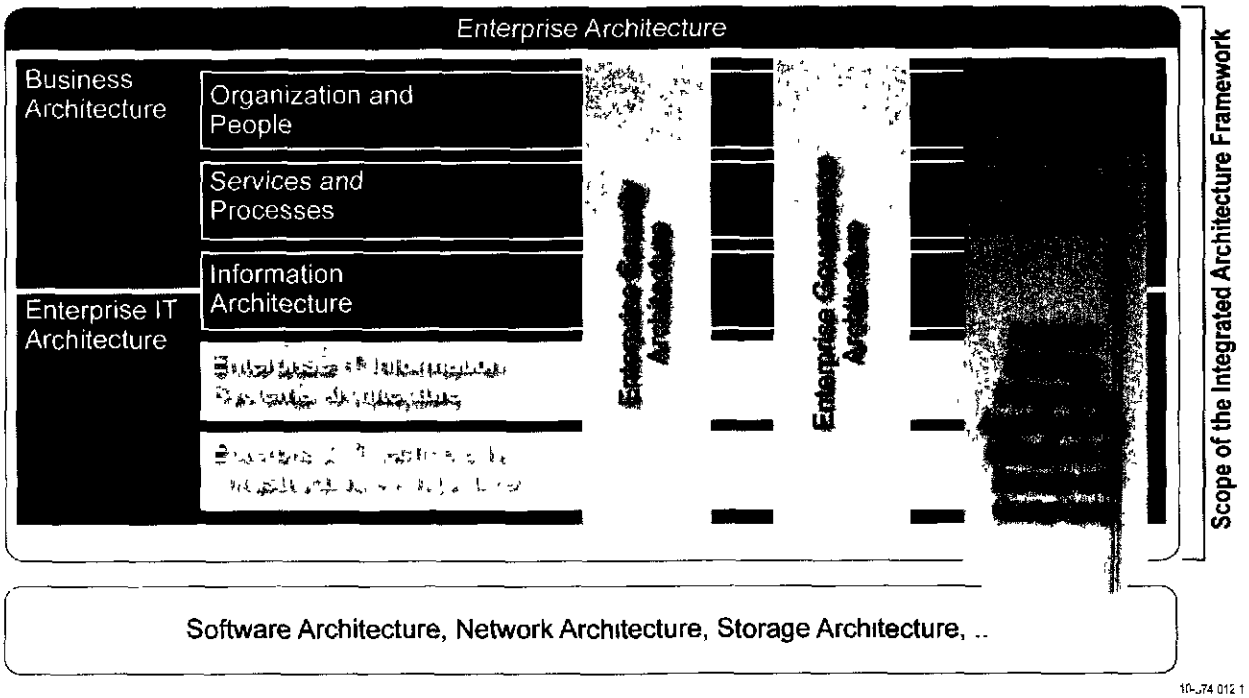
Capgemini's IAF to Create Technical View of Future State Design

Capgemini's IAF will be used to define and document our technical view of the State's future state design. IAF focuses on business, information, information systems, technology infrastructure, security, and governance areas. Within this model, enterprise architecture includes the structure and relationships of the target enterprise, its business models, the way the new organization should work, and how and in what way IT will support the organization in achieving its business goals. Its key components are divided in Abstraction Levels and Aspects Areas, as described in Figure E-23.

Figure E-23. Abstraction Levels and Aspect Areas



The IAF model is designed at focused on how the new organization should work based on the To-Be and Roadmap phases

Abstraction Levels

Abstraction allows a consistent level of definition and understanding to be achieved in architecture. It allows relevant issues to be identified in the initial stage to form a base for subsequent steps. The IAF defines the following levels of abstraction:

1. The Conceptual Level determines what is needed to realize business needs. The requirements and objectives are decomposed so that all aspects of the scope are explored, that relevant issues are identified, and that these issues are resolved without concern over how the architecture will be realized.
2. The Logical Level determines how the architecture can be logically structured and organized to achieve the stated objectives. It evaluates multiple solution alternatives that either provide the same outcome or a different one to consider.

Aspect Areas

The IAF defines the following Aspect Areas:

1. The Business Aspect Area adds knowledge about business objectives, activities, and organizational structure. Key artifacts in this aspect area include Business Goal, Business Service, Business Actor, Logical Business Component, and Physical Business Component. The Rapid Visualization team will identify the process flows and systems interactions that will drive the creation of the business services and components.

2. The Information Aspect Area adds knowledge about the information the business uses, the information structure, and relationships. Key artifacts in this area include Information Object, Business Information Service, and Logical Information Component.
3. The Information System Aspect Area adds knowledge about types of information systems (packaged or bespoke) that can automate and support the processing of the information used by the business. Key artifacts include IS Service, Logical IS Component, and Physical IS Component.

Capgemini views the Oklahoma project as an opportunity to assess, design and transform the State's data centers to be more cost effective, efficient, and secure while increasing flexibility, availability, and capacity of the services provided. The State can reduce their data center operating costs by 10% to 30% or more. Under-utilized servers mean that resources are essentially being wasted while the hardware continues to consume costly computing, power, and cooling assets, not to mention specialized IT staffing resources and maintenance cycles.

Faced with the challenge of optimizing server utilization, containing server sprawl, and green IT initiatives, we believe that the State of Oklahoma can benefit greatly from server and data center consolidation strategies. Server consolidation will allow the State to reduce the total number of servers or data center sites required to support the business. The green computing movement is also driving consolidation initiatives. In addition, for the State to reduce the environmental impact and overall carbon footprint of their IT operations, consolidation is a logical first step. The cost savings and environmental benefits of consolidation and virtualization are closely aligned.

Typical benefits that Capgemini can offer the State of Oklahoma include:

- Reduced total cost of ownership thru optimization;
- Potential 10% to 30% or more savings in infrastructure support costs;
- Improved use of current data center assets and resources;
- Green IT and reduce environmental costs (HVAC, power, and floor space);
- Ability to monitor, report, and analyze in real time and remotely;
- Improved asset utilization via virtual device configuration;
- Reduced support costs and improve SLA/SLO management processes; and,
- Rationalized and optimized infrastructure for improved agility

However, they are several potential risks in this type of implementation including:

- Key Resources—Does the State of Oklahoma have the right resources to promote success of the project?
- Complexity and scale of the data center consolidation effort—how aggressive is the undertaking for the State?
- Technical Challenges—How well suited are the assets to be consolidated?

- Outage and Downtime—What flexibility does the State currently have in place for planned/ unplanned outages? What will be the tolerance during this type of consolidation?
- Funding and Legislative Backing—Does the State have adequate funding and legislative support to initiate a project of this magnitude?

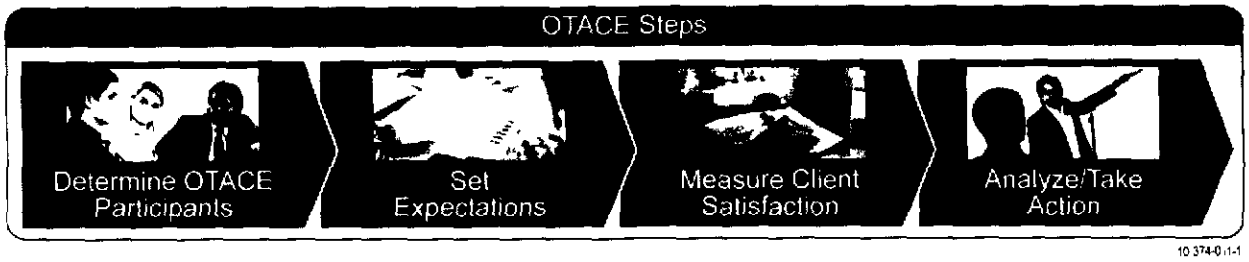
On Time At Client Expectations (OTACE)

Capgemini is dedicated to achieve a high level of client satisfaction. To accomplish this objective, the organization has put in place a worldwide program used to document and measure client satisfaction. This program assesses and enhances the quality of our work and our client relationship.

To manage quality performance, Capgemini has developed a client satisfaction measurement process for Capgemini's internal use, called OTACESM.

OTACE is a feedback program where clients can communicate expectations before an engagement and evaluate our performance throughout the project duration. OTACE enables Capgemini to thoroughly understand and document client expectations. Throughout the engagement, we can address areas where we may not be meeting client expectations in a timely manner and will closely monitor the impact of those corrective actions.

Figure E-24. Otace Steps



OTACE is aimed at the stakeholder community to promote clear communication

OTACE entails two types of client interaction:

- Setting Expectations: A Capgemini representative meets with a client representative during the planning phase or at the beginning of the engagement. The client is introduced to our OTACE process and is asked to select between three and five expectation criteria. These criteria can be selected from the 'Standard Expectations' contained in the standard OTACE survey, or they can be specifically defined for the engagement. A weight of one to five is assigned to each criterion. The client chooses a date for a future meeting to review performance, generally within the next three to six months. The OTACE information – with criteria, weights and date of discussion – is recorded.
- Measuring Satisfaction: On the agreed-upon date, the Capgemini representative meets with the client to review performance. Performance is rated for each pre-selected criterion and the Capgemini representative presents the results. Criteria earning a rating below three will warrant additional discussions scheduled by the Capgemini executive(s) to discuss opportunities for improvement. This process continues throughout the life of the

engagement, at times mutually agreed upon by the client and Capgemini, generally every three months.

Quality Advisory Review

The Quality Advisor/Risk and Delivery Management Process assist Capgemini in identifying, evaluating and monitoring risks and quality so that our clients are provided with quality deliverables and work products.

The review process consists of a structured review of the methods, processes, deliverables and efforts of multiple project teams associated with meeting project objectives. The process has two components.

First, the project team conducts a structured review of the project's methods, processes, deliverables and related activities impacting the outcome and objectives of the project. This review is documented on a risk assessment form and provides input into a formal quality assessment.

Second, a senior Capgemini delivery executive assigned to the project (but not otherwise involved in the day-to-day matters of the project or account) conducts a formal quality assessment review periodically. That Quality Advisor is usually a subject matter specialist who visits on site at least quarterly to review project activities and interview project and client personnel. A formal report is prepared and delivered both verbally and in writing to the project sponsor.

The Quality Advisory Process review is conducted in a manner that promotes open dialogue, critical analysis and collaborative risk mitigation action plans. A successful review is one with independent and objective opinions that can further promote the success of projects.

Project reviews are focused on the project as a whole but can also be applied to significant sub-projects if the need arises. These reviews appear in the following forms:

- Project Governance reviews;
- Milestone reviews;
- Conclusion reviews.

Quality advisory objectives:

- Provide an independent assessment of the project processes (from both the business process and technical process perspectives). Used by the project team to facilitate delivery of a successful project;
- Reviews client's participation and organizational readiness for a successful transfer of the solution, including:
  - Client recognition of business value of using Capgemini;
  - Completeness of project and quality plans;
  - Effective program, resource, financials, and productivity management;
  - Fulfillment to-date of contracted client requirements;

- Effective engagement knowledge management and knowledge transfer to client;
- Level of client commitment to fairly managing change.

- Recommend/agree on corrective strategies to deal with issues identified during the assessment, which, if left unchecked, could undermine the likelihood of success;
- Help the project team anticipate and reduce the occurrence of any situation that:
  - Reduces project value;
  - Reduces the effectiveness and efficiency of their work;
  - Compromises the team's ability to meet stakeholder needs and requirements;
  - Creates the need for rework during or at the end of the project;
  - Limits the team's ability to properly manage scope and control change;
  - Ineffectively deploys team resources.

Our comprehensive approach to quality delivery management integrates our work methodology and work plan, as well as the measures needed to promote quality. The following elements are key:

- Our methodology includes the development of a documented quality management plan that forms part of the project charter/governance plan;
- Our methodology and work plan templates encompass quality management principles, activities and duties.
- The client takes part in our quality management process;
- Our quality management approach focuses on prevention while including quality as an integral part of the project and management processes;
- Quality is measured by means of an ongoing evaluation of offerings (deliverables, work products and components) and project management processes.

The project management evaluation covers project and communications plans, problem, scope and risk management, as well as knowledge coordination and transfer. In addition to meetings with team members, the evaluation includes a review of work documents, project management tools and the primary deliverables. As well, meetings are held regularly with the client project manager and with senior management members in charge of the project. These meetings help us better gauge the client's level of satisfaction with progress to date, identify corrective measures as needed and pinpoint risks that deserve special attention. This protocol also gives the client an additional channel for communicating with Capgemini's North American management team.

Workshop

The workshop is conducted in the As-Is and To-Be/Roadmap phases. A full description of the workshop has already been provided in Section E.2.1.2.

E.2.2.3 Deliverables

Capgemini's deliverables for the Visionary and Roadmap phases include Design, Iterate and Validate, Roadmap and a Strategic Plan which will be created in the preliminary draft report and final report.

Design (Stage 3) is characterized by:

- Develop future-state hypothesis(s) for organization, operating model, application portfolio, data center/network and infrastructure to support objectives
- Develop recommended initiatives to close gaps
- Develop Benefits Case

Iterate and Validate (Stage 4) is characterized by:

- Conduct Stakeholder workshop to evaluate and validate future-state hypothesis(s)
- Review with key stakeholders to gain buy-in and ownership

Roadmap and Strategic Plan (Stage 5) is characterized by:

- Develop Roadmap and Blueprint
- Classify initiatives into Immediate, Synergy, and Optimization
- Refine Benefits Case and finalize Realization Framework
- Generate the preliminary draft report

Generate the final report

Future State Opportunity and Blueprint	**Design**	• **A future-state hypotheses for organization, operating model, application portfolio, data center/network and infrastructure to support objectives.** • **Develop recommended initiatives to close gaps.**
Business Case	**Design**	• **Summary of investment required, hi-level project plan, future state operating/support structure, dependencies/ constraints, future state service levels/performance metrics, key activities for implementation and risk mitigation, non-financial risks and benefits, and ROI.** • **Include opportunities and impacts to the business resulting from changes to underlying systems and technologies.**
Action Plan	**Iterate and Validate**	• **Evaluate and validate future-state hypotheses.** • **Review with key stakeholders to gain buy-in and ownership (ASE).** • **Action plan and prioritization of opportunity portfolio.**
Roadmap and Blueprint	**Roadmap and Strategic Plan**	• **Propose future state support and delivery models** • **Integrated plan of short-term (1-2 years), mid-term (2-5 years) and long-term (5-10 years) opportunities with associated benefits** • **Create timeline that acts as a backbone for the implementation plan.**
Transformation and Change Management Plan	**Roadmap and Strategic Plan**	**Approach to structure teams and resources to improve value capture**
Generate Preliminary Report	**Roadmap and Strategic Plan**	**Develop and deliver report for State to evaluate for review**

E.3 Staffing Plan

Capgemini would expect to utilize more than eight Full Time Equivalents (FTE) key resources ranging from a PMO, Architects to Consultants. The FTE mix will likely involve more than eight actual resources to meet the required skills described in Section 6.9.5

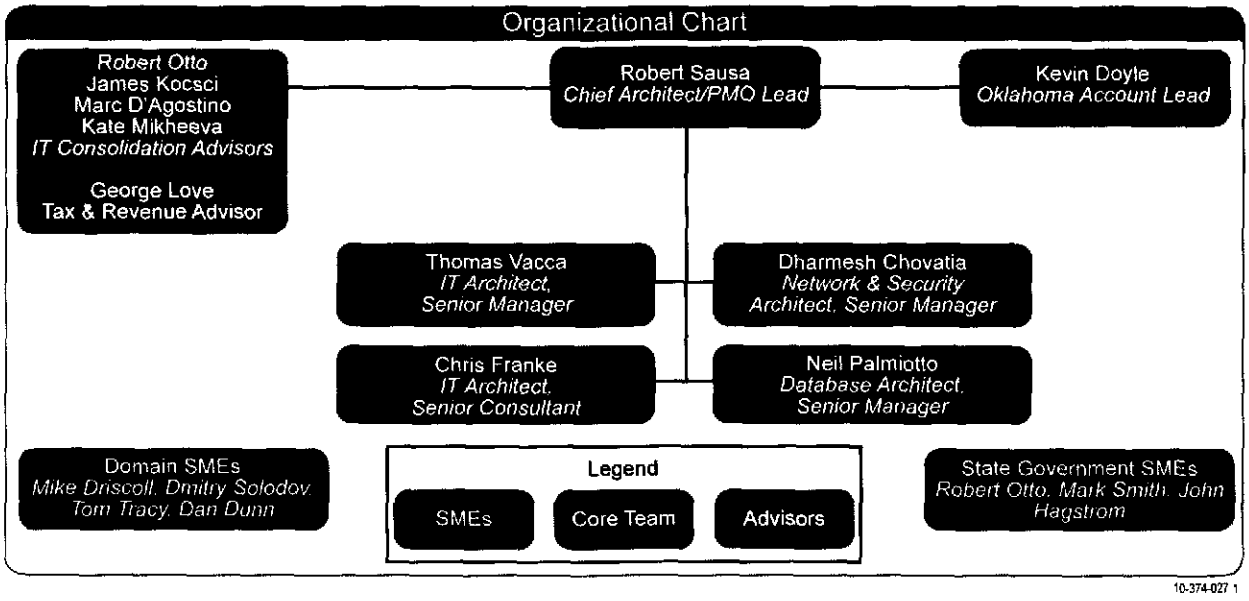
The primary roles for the project are:

- PMO Lead
- Project Advisor
- Applications Manager
- IT Architect(s)
- Network and Security Specialist
- Senior IT Analysts
- IT Analysts

The skills required including architecture, shared services, network security, contracts management, database, applications portfolio management, and are all covered within our experienced staff.

In order to meet the State's telecom related requirements, Capgemini has chosen to partner with a Telecommunications Specialist. We believe this significantly enhances our joint ability to assess, evaluate, and recommend efficiencies, cost savings, and performance improvements in the State's telecommunications programs.

Figure E-25. Organizational Chart



The architects will be responsible for the network and software design based on the information gathered. Looking at the breadth of services and determining what services can be consolidated will be their primary task. Network security will also be layered into this task.

The IT Analysts will be at the forefront of gathering the critical information to make the assessment and recommendations.

Capgemini would anticipate that a formal transitional architecture and infrastructure would be scoped in the roadmap phase. We would institute a formal Project Management Office (PMO) with a Capgemini PMO lead. The PMO would be staffed with both Capgemini and State stakeholders. Stakeholders would be identified in the initial assessment based on their roles and skill sets. This would be a collaborative effort between Capgemini and the State. The chart below summarizes the roles and functions of the Capgemini PMO lead.

Activities	Work Products / Deliverables
Coordinate integration between business and IT regarding the move.	Overall plan for relocating supporting business and IT.
Work with functional leads and stakeholders to design plan for the move. Leverage leading practices and benchmarks.	Document identifying the key integration points between IT and business.
Determine the roles and responsibilities regarding the plan	Identifying roles and responsibilities to support the plan.
Facilitate the activities for the relocation reporting status to State leader.	Regular status reports with recommended action items.
Continually monitor risks to the timeline and plan.	Risks to meeting the objectives of the plan documents as needed

Capgemini's initial As-is state assessment will be squarely aimed at identifying all of the assets and processes. Refining the timeline will be based on the actual number of physical assets that are determined to be slated for consolidation. In addition, Capgemini's utilizes tools that estimate activities and timelines once the inputs are captured. Depending on the number of agencies that are targeted for consolidation, the achievable work effort beyond the final report could range anywhere from eighteen months to three years, depending on the State's resources available, and complexity of the applications.

The purpose of establishing a PMO is to manage these timelines. For the State project, quality information from across the agencies provides a key foundation from which judgments, recommendations, and actions are formed. However, timely information that provides a 75% view consistently captured across the agencies will be much more valuable than 100% accurate information requiring months to capture and collate. Furthermore, working with data in its native electronic format can rapidly speed the process over distributing and training on pre-defined data templates.

Capgemini envisions the project will have multiple groups that are focused on the existing infrastructure, the transitional infrastructure, and the final infrastructure. These groups will need to co-exist during the migration phases. The PMO will be responsible for formulating a plan to integrate these phases with specific timelines so that proper transition and conditions are in place to reduce disruption and enhance the final target architecture.

E.4 Project Schedule

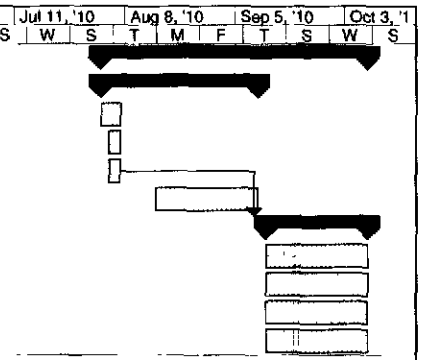
The IT consolidation effort includes three major phases:

- As-Is State
- To Be
- Roadmap

Assessment and Report (As-Is State) – Several specific activities occur during this phase mostly centered on discovery of data.

Figure E-26. As-Is Phase

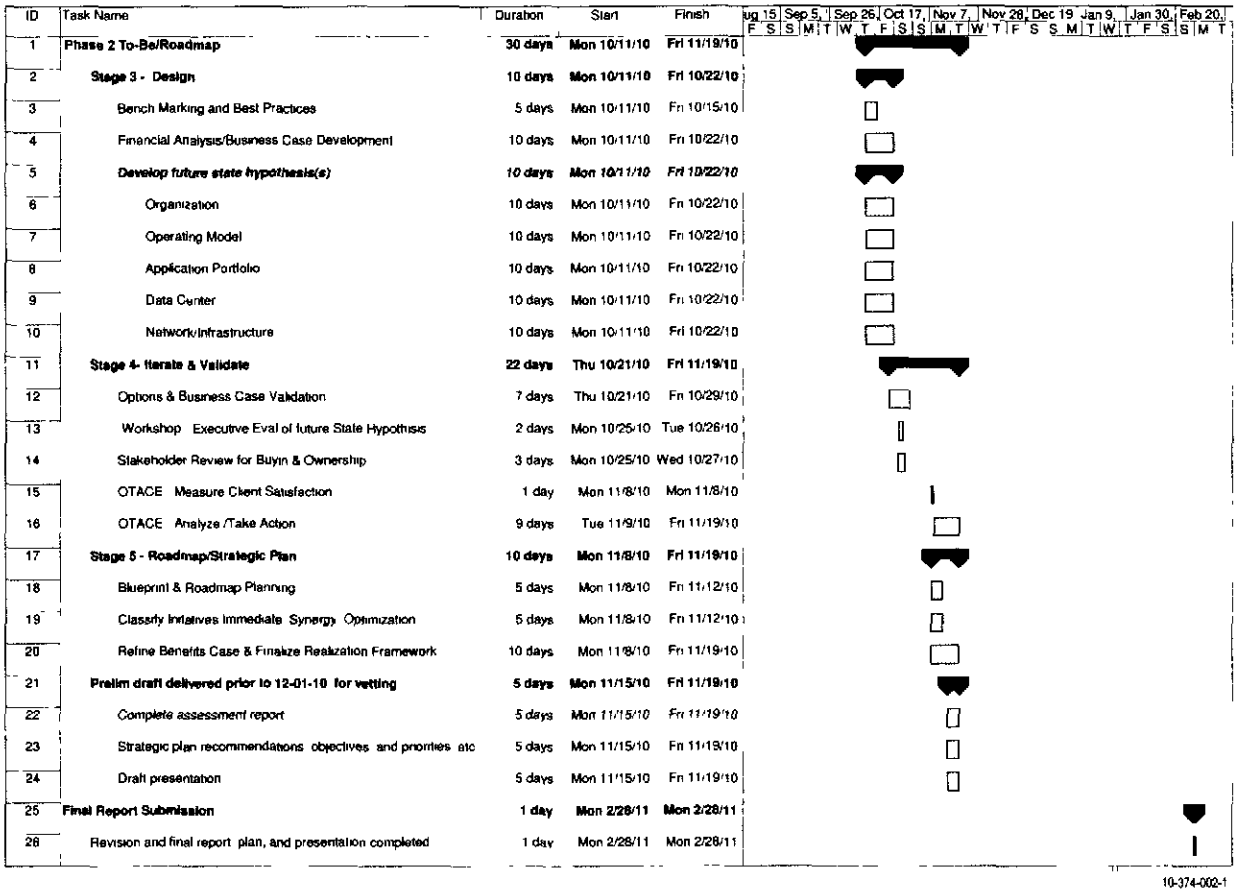
ID	Task Name	Duration	Start	Finish
1	**Phase 1 As-Is**	**50 days**	**Mon 8/2/10**	**Fri 10/8/10**
2	**Stage 1 - Mobilization**	**30 days**	**Mon 8/2/10**	**Fri 9/10/10**
3	Rapid Start	5 days	Mon 8/2/10	Fri 8/6/10
4	OTACE - Participants & Expectations	3 days	Wed 8/4/10	Fri 8/6/10
5	Executive Session Kickoff - Workshop	3 days	Wed 8/4/10	Fri 8/6/10
6	Discovery Questionaires - Interviews	20 days	Mon 8/16/10	Fri 9/10/10
7	**Stage 2 - Analysis**	**20 days**	**Mon 9/13/10**	**Fri 10/8/10**
8	Current State of Ownership	20 days	Mon 9/13/10	Fri 10/8/10
9	Benefits Identification	20 days	Mon 9/13/10	Fri 10/8/10
10	Bench Marking and Best Practices	20 days	Mon 9/13/10	Fri 10/8/10
11	Financial Analysis/ Business Case Development	20 days	Mon 9/13/10	Fri 10/8/10



10-374-003-1

Strategic Plan and Roadmap (To Be and Roadmap) – Several specific activities occur during this phase. They are primarily centered on the analysis of the data collected in Phase 1 to build the Strategic Plan for the preliminary draft report and final report. The primary functions in this phase are to provide the business and architectural strategy plans to the State with a clear plan on how to move to methodical, structured approach to implement these recommendations.

Figure E-27. To-Be/Roadmap Phase



ID	Task Name	Duration	Start	Finish
1	**Phase 2 To-Be/Roadmap**	**30 days**	**Mon 10/11/10**	**Fri 11/19/10**
2	**Stage 3 - Design**	**10 days**	**Mon 10/11/10**	**Fri 10/22/10**
3	Bench Marking and Best Practices	5 days	Mon 10/11/10	Fri 10/15/10
4	Financial Analysis/Business Case Development	10 days	Mon 10/11/10	Fri 10/22/10
5	***Develop future state hypothesis(s)***	***10 days***	***Mon 10/11/10***	***Fri 10/22/10***
6	Organization	10 days	Mon 10/11/10	Fri 10/22/10
7	Operating Model	10 days	Mon 10/11/10	Fri 10/22/10
8	Application Portfolio	10 days	Mon 10/11/10	Fri 10/22/10
9	Data Center	10 days	Mon 10/11/10	Fri 10/22/10
10	Network/Infrastructure	10 days	Mon 10/11/10	Fri 10/22/10
11	**Stage 4- Iterate & Validate**	**22 days**	**Thu 10/21/10**	**Fri 11/19/10**
12	Options & Business Case Validation	7 days	Thu 10/21/10	Fri 10/29/10
13	Workshop Executive Eval of future State Hypothisis	2 days	Mon 10/25/10	Tue 10/26/10
14	Stakeholder Review for Buyin & Ownership	3 days	Mon 10/25/10	Wed 10/27/10
15	OTACE Measure Client Satisfaction	1 day	Mon 11/8/10	Mon 11/8/10
16	OTACE Analyze /Take Action	9 days	Tue 11/9/10	Fri 11/19/10
17	**Stage 5 - Roadmap/Strategic Plan**	**10 days**	**Mon 11/8/10**	**Fri 11/19/10**
18	Blueprint & Roadmap Planning	5 days	Mon 11/8/10	Fri 11/12/10
19	Classify Initatives Immediate Synergy Optimization	5 days	Mon 11/8/10	Fri 11/12/10
20	Refine Benefits Case & Finalize Realization Framework	10 days	Mon 11/8/10	Fri 11/19/10
21	**Prelim draft delivered prior to 12-01-10 for vetting**	**5 days**	**Mon 11/15/10**	**Fri 11/19/10**
22	*Complete assessment report*	*5 days*	*Mon 11/15/10*	*Fri 11/19/10*
23	Strategic plan recommendations objectives and priorities etc	5 days	Mon 11/15/10	Fri 11/19/10
24	Draft presentation	5 days	Mon 11/15/10	Fri 11/19/10
25	**Final Report Submission**	**1 day**	**Mon 2/28/11**	**Mon 2/28/11**
26	Revision and final report plan, and presentation completed	1 day	Mon 2/28/11	Mon 2/28/11

E.5 Clarifications

With respect to A.47 and the "time is of the essence" reference in C.1, we seek further clarification on how these provisions would apply to this particular project. We also wish to clarify with respect to ownership rights (A.54 and B.3.1) that Capgemini may retain ownership to any modifications or enhancements that it makes to its own pre-existing intellectual property. We look forward to discussing this with you.

F Firm Experience

Capgemini has delivered several IT assessments that have resulted in significant cost savings to our customers. These engagements have ranged in size and scope depending on the complexity of the project. In some instances the information was used by the organization for their internal teams to execute the roadmap and technology plan. In other engagements, system integrators (including Capgemini) were utilized to execute the plan. In addition, a mix of internal resources and outside system integrators were used for some of our clients.

The following subsections validate the breadth and depth of our skills, and demonstrate our offering to the State of Oklahoma:

F.1 The US Internal Revenue Service

The IRS administers America's tax laws and collects the revenues that fund most Government operations and public services. The IRS ranks near the top among all agencies of the Federal Government in information technology investments. The IRS Office of Strategic Acquisition Initiatives (SAI), within the Office of Procurement, led a strategic sourcing initiative to improve existing procurement processes and increase the value of the purchases to the IRS. Capgemini was engaged to lead an evaluation of the effectiveness of the purchase of existing IRS software license and maintenance agreements, followed by identification of opportunities for improvement in the effectiveness of software purchasing.

Project description:

Capgemini leveraged our Government and commercial software strategic sourcing experience, lessons learned, and resources to support the IRS SAI and its objective of improving the effectiveness of software purchasing. Specifically, Capgemini:

- **Mobilized the project.** Capgemini promoted cross-functional collaboration through involvement of client team members.
- **Validated compiled spend data.** Capgemini collected data from appropriate data sources and conducted interviews with a select number of key stakeholders to validate and enhance the data collected. Stakeholder interviews also provided specifics on current practices so that we could develop appropriate insights and better calibrate high-level savings opportunities.
- **Analyzed spend and contracts.** Capgemini executed a comprehensive analysis of spend data to gain a complete understanding of the software spend and to build a comprehensive spend database/spend cube. We analyzed and segmented spend, cost data, and contracts. Our team's use of industry conventions allowed us to consolidate and simplify classifying software purchases and determine functional overlap.
- **Identified target opportunities.** Capgemini's spend analysis resulted in the identification of potential savings opportunities to increase value to the IRS; established realistic and achievable savings; and built a framework for leveraging cross-divisional collaboration.

The results of the study developed by Capgemini will be utilized to achieve savings in the procurement of software. The Capgemini team produced and delivered the following work products for the IRS Strategic Sourcing Initiative:

- **Kick off meeting.** Project team membership and roles finalized, finalized scope and work plan IT application governance structure: governance bodies, roles, and responsibilities.
- **Built database and performed software analysis.** IT application categories and definitions, selected taxonomy standards, data collection template and methodology, electronic database of IRS agreement (spend data cube with collected application data).
- **Performed analysis of the product elements, developed summary findings.** Categorized and rated IT application, spend reports, and insights—e.g., spend by supplier, by application, by license type, and by functional category, and IT application rationalization recommendations
- **Designed, developed, and submitted a visual dashboard.** OEM, VAR, and Supplier Dashboards, software sourcing impact analysis, savings opportunities by spend segment including the potential savings range, supplier standardization.

This project is similar to the scope to the State of Oklahoma. This work performed was focused on Capgemini's ability to gather large amounts of data from multiple stakeholders, analyze the data, and provide an assessment of the findings. The primary intent of the work performed by Capgemini is to reduce cost to the IRS which is also in line with the State of Oklahoma's goal of reducing the total cost of ownership.

State government project: Yes, Federal

Client Name: John Kravitz, IRS

Client Phone Number: 202-236-0616

Project Completion Date: May 31, 2009.

F.2 Astellas

Astellas is a global pharmaceutical company contributing to better health for everyone by developing innovative and useful pharmaceuticals and delivering them to patients around the world with outstanding levels of quality and reliability. Astellas was formed in 2005 with the merger of Fujisawa Pharmaceutical Co., Ltd. and Yamanouchi Pharmaceutical Co., Ltd. Capgemini will further Astellas US LLC's merger integration efforts by consolidating and increasing the efficiency of its information technology infrastructure and by serving as Astellas' strategic partner for application systems and related services. At the time that Capgemini and Astellas began partnering, Astellas was facing significant challenge in relation to implementing a uniform purchasing strategy in a decentralized environment.

Project Description:

Capgemini was engaged by Astellas to assist in directly addressing uniform purchasing in a decentralized environment, and other, purchasing issues. Capgemini conducted rapid sourcing and supported business unit implementation activities across 35 spend category initiatives. We designed a P-card program, negotiated with card provider and began P-card pilot, developed / revised key purchasing policies, and developed the basis of a reporting infrastructure to effectively and efficiently track realized savings.

As a result, Astellas was able to achieve greater flexibility in:

- Spend visibility across the enterprise;
- Management of categories/spend at the Enterprise-level;
- Each business unit had its own "purchasing" resources with varied skill sets;
- ERP system optimized procure-to-pay processes;
- Consistent purchasing policies and controls;
- Supplier management;
- Predictability in the specifications and service levels expected from suppliers;
- Purchasing controls on the enterprise;
- Reduced time and effort on transactions enabling strategic sourcing.

This project is similar to the scope to the State of Oklahoma. This work performed was focused on Capgemini's ability to consolidate processes in decentralized environments allowing for more predictable results in a timely fashion while reducing overall cost.

State government project: No

Client Name: This information is not available as of the time of proposal submission. This information will be provided as soon as it is available.

Client Phone Number: This information is not available as of the time of proposal submission. This information will be provided as soon as it is available.

Project Completion Date: This information is not available as of the time of proposal submission. This information will be provided as soon as it is available.

F.3 Telfort

Telfort is a provider of mobile telecommunication and Internet products and services for all Dutch citizens. Telfort is a typical Dutch company that is able to serve the Dutch market in a fast and efficient way. Telfort is one of the 5 big Dutch Telecom providers. The reason to outsource their IT-services was to professionalize the IT-department and to achieve a significant cost reduction. Telfort has over 1.5 million customers in the Netherlands.

Project Description

Telfort wanted to professionalize the services of its IT Operations department with emphasis on cost reduction. Capgemini had already taken over the management and the responsibility for Operations from Customer in February 2001. In a phased manner, it was switched from delivery based on "time and material" to delivery of services (among others workstations, storage, database management). After switching over to the delivery of services instead of people, the price is also reduced to a market-compliant rate.

From October 2004 (start date of this contract), Capgemini has taken over the management and the responsibility of the support, development and test activities of the business applications of the Telfort. It primarily concerns the business applications such as: Clarify, Arbor, Versatility,

XIB, TUFF, Tabo, CDV and Oracle Applications which are used in the eTOM processes Billing, Fulfillment, Revenue Assurance and Readiness & Support. These business applications are crucial for Telfort in the highly competitive market of telecommunications.

In the application management area, Capgemini works with a rolling forecast. Capgemini together with Telfort looks three months ahead in terms of required capacity.

In the network (LAN and WAN) Cisco equipment is used, technical and functional managed by Capgemini, apart from a number of local databases at a shared storage environment of the customer. This shared storage environment is also managed by Capgemini.

This project is similar to the scope to the State of Oklahoma. This work performed was focused on Capgemini's ability to gather large amounts of data from multiple stakeholders, analyze the data, and provide an assessment of the findings. The primary intent of the work performed by Capgemini was to reduce cost and streamline operations for Telfort which is also in line with the State of Oklahoma's goal of reducing the total cost of ownership.

State government project: No

Client Name: Rob de Beer, CIO

Client Phone Number: 0031 626 084 418

Projected Completion Date: 2004 through 2014; Ongoing

G Firm References

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- Designed, developed, and submitted a visual dashboard. OEM, VAR, and Supplier Dashboards, software sourcing impact analysis, savings opportunities by spend segment including the potential savings range, supplier standardization.

Contact Person Name: John Kravitz, IRS

Contact Person Title: Program Manager, IT Vendor Management Office

Contact Person Business Address: This information is not available as of the time of proposal submission. This information will be provided as soon as it is available.

Contact Person Email: Adam.R.Kravitz@irs.gov

Contact Person Phone Number: 202-236-0616

Date Work Performed: This information is not available as of the time of proposal submission. This information will be provided as soon as it is available.

Brief statement of the nature of this reference's business and how their requirements are similar to those in the proposal:

This project is similar to the scope to the State of Oklahoma. This work performed was focused on Capgemini's ability to gather large amounts of data from multiple stakeholders, analyze the data, and provide an assessment of the findings. The primary intent of the work performed by Capgemini is to reduce cost to the IRS which is also in line with the State of Oklahoma's goal of reducing the total cost of ownership.

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Contact Person Title: This information is not available as of the time of proposal submission. This information will be provided as soon as it is available.

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Contact Person Name: Rob de Beer

Contact Person Title: CIO

Contact Person Business Address: This information is not available as of the time of proposal submission. This information will be provided as soon as it is available.

Contact Person Email: rob.debeer@telfort.com

Contact Person Phone Number: 0031 626 084 418

Date Work Performed: 2004 Through 2014; Progress Ongoing

Brief statement of the nature of this reference's business and how their requirements are similar to those in the proposal:

This project is similar to the scope to the State of Oklahoma. This work performed was focused on Capgemini's ability to gather large amounts of data from multiple stakeholders, analyze the data, and provide an assessment of the findings. The primary intent of the work performed by Capgemini was to reduce cost and streamline operations for Telfort which is also in line with the State of Oklahoma's goal of reducing the total cost of ownership.

H Financial Status

Capgemini's ability to effectively manage the ITC assessment and protect the State's interests is verifiable—we are one of the world's leading consulting, information technology and outsourcing companies.

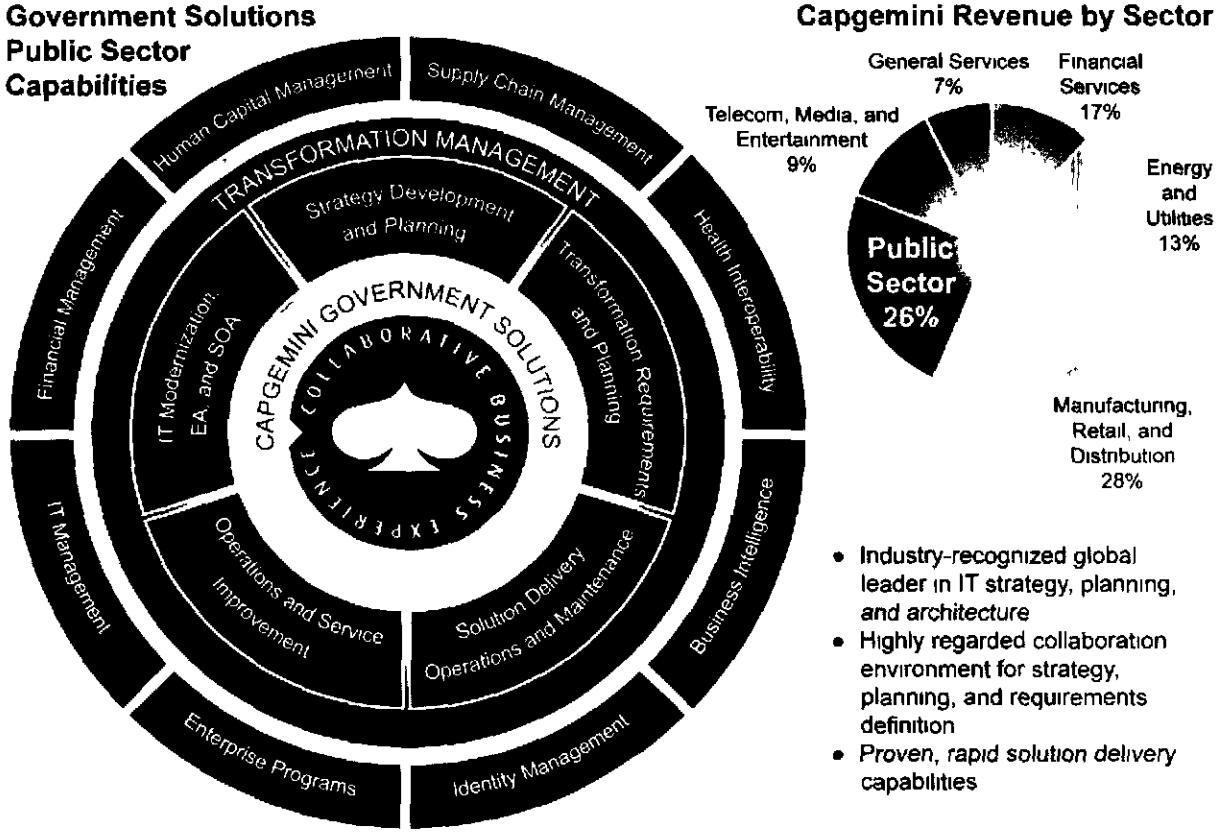
Tab H—Financial Status will provide the documentation required to enable the State to perform an adequate assessment of Capgemini's financial stability.

Capgemini operates in more than 30 countries. With over 90,000 professionals in North America, Europe, and the Asia Pacific region, we are, above all, a people company. In 2007, we celebrated our 40th anniversary. In addition, our stock continues to trade at level consistent with the market with strong analyst ratings of Capgemini's performance.

Figure H-1. Capgemini is an Industry-Recognized Global Public Sector Leader

Global organization with over 90,000 professionals in 30 countries

$12B Revenue in 2008



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Capgemini has served the strategic, technological, and operational needs of government agencies for four decades

Capgemini's annual financial reports are made available to the public at http://investor.capgemini.com/en/reports/. Our audited financial statements for the last three years are presented in this section in alignment with State requirements. These documents will illustrate that Capgemini is financially stable, reducing risk to the State.

H.1 Audited Financial Statement, 2009

Capgemini presents our audited financial statement for 2009.

Capgemini
CONSULTING TECHNOLOGY OUTSOURCING

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Paris, February 18, 2010

2009 Audited Results

Capgemini demonstrates resilience in a particularly difficult environment

The Board of Directors of Cap Gemini S.A., chaired by Serge Kampf, convened on February 17, 2010 to review and authorize for issue **the audited financial statements** of the Capgemini Group for the year ended December 31, 2009. The key figures are the following:

(in millions of euros)	FY 2008	H1 2009	H2 2009	FY 2009
Revenues	**8,710**	4,376	3,995	**8,371**
Operating margin [1]	744	287	308	**595**
as a % of revenues	***8.5%***	*6.6%*	*7.7%*	***7.1%***
Operating profit [2]	**586**	167	166	**333**
Profit for the period	**451**	**78**	**100**	**178**
Net cash and cash equivalents	774	576	1,269	**1,269**

The consulting and IT services market, which had demonstrated remarkable resistance in 2008, slowed considerably in 2009. In this context, Capgemini successfully contained the decrease in revenues thanks to the stability of its outsourcing business, which often represents a solution particularly well adapted to the new concerns of clients and also its recently strengthened presence in the public sector as well as the energy and utilities sector, where demand remained stronger. The Group reports total **revenues** for the year of € 8,371 million, down 3.9% on 2008 published revenues. On a like-for-like basis (constant Group structure and exchange rates) revenues fell 5.5% on last year.

[1] Operating margin is the Group's key performance indicator. It is defined as the difference between revenues and operating costs, these being equal to the cost of services rendered (expenses incurred during project delivery) plus selling and general and administrative expenses.

[2] *Operating profit incorporates the charges associated with shares or options granted to a certain number of employees, as well as other non-recurring income and expenses such as goodwill impairment, capital gains or losses on disposals, restructuring costs, the cost of integrating recently acquired companies, as well as the impacts of the curtailment and settlement of defined benefit pension plans.*

Bookings totaled € 9,280 million during the year, down 2% on comparable figures for last year Outsourcing Services – and particularly BPO (Business Process Outsourcing) – proved particularly dynamic, with a 14% surge in bookings. Bookings in the other businesses, more sensitive to the economic context, remained at acceptable levels, with an average book-to-bill ratio of 1 08

Thanks to extremely rigorous management, the **operating margin** resisted particularly well At € 595 million, it represents 7.1% of 2009 consolidated revenues, a limited fall on last year and in line with the announced objective Outsourcing Services even reported a further improvement in profitability to 7.2%, representing an increase of 1.8 points

Net other operating expense is € 262 million and mainly comprises restructuring costs (€ 213 million) necessitated by the drop in demand As a result, operating profit is only € 333 million.

The net financial expense is € 93 million and was heavily affected by the fall in short-term interest rates, which led to a marked decrease in returns on cash investments. After the income tax expense of € 61 million, **Group profit for the year** is € 178 million.

Net cash and cash equivalents at December 31, 2009 total € 1,269 million, up € 495 million on end-2008. This item primarily benefited from the excellent management of operating cash flows and, although to a lesser extent, the success of various operations to strengthen equity These included the subscription of three million redeemable share subscription or purchase warrants (BSAARs) by over 600 managers of the Group and the share capital increase resulting from the first global employee share ownership plan, reflecting the confidence of managers and employees in the future of the Group

On the same day, the Board of Directors decided to recommend the payment of a dividend of € 0.80 per share[3] at the next Ordinary Shareholders Meeting.

In 2009, Capgemini also launched two major initiatives to prepare for the market recovery, while strengthening its productivity Firstly, the creation of five global service offerings in highly promising market segments should enable the Group to increase its related bookings by € 800 million in 2010, data management (Business Information Management) and applications development and maintenance (Application Lifecycle Services) launched in 2009; applications testing (Testing), smart meters and networks (Smart Energy Services), and assisting clients in the virtualization and *cloud computing* era (Infostructure Transformation Services) to be set up before the end of March In addition, Capgemini launched a two-year plan aimed at optimizing its productivity and further improving its competitiveness

Outlook for 2010

While the IT services market was hit, particularly in the second half of 2009, by a substantial slump in demand, it would appear to be stabilizing in the first half of 2010 The Group has, in particular, noted a significant increase in the appetite of clients for larger projects and, in several geographical areas, a turnaround in the attrition rate, which generally reflects an upturn in activity. As comparative figures for the first half of 2009 remain high, Capgemini will record a further fall in revenues in the first half of 2010, before a return to growth in the second half of the year For 2010 as a whole, the Group forecasts a slight contraction of between 2 and 4% on a like-for-like basis, with an operating margin rate of between 6 and 6.5%.

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[3] Subject to the approval of shareholders at the Combined Shareholders' Meeting to be held on Thursday May 27, 2010, and in compliance with NYSE Euronext regulations the ex-dividend date will be Monday May, 31, the record date Wednesday June 2 and the dividend payment date Thursday June 3

Appendix

Operations by major region:

- **France** – which retains its number-one spot among the Group's regions – reported a 6 1% drop in revenues like-for-like, although it is interesting to note the slight rise enjoyed by Technology Services The operating margin rate of 6.2% resisted well, reporting a decrease of less than one point,

- The **United Kingdom and Ireland**, the only major region to report an increase in revenues like-for-like (+7 5%), benefited from the importance of Outsourcing Services and a solid presence in the public sector. This region improved its profitability to become the most profitable of the major regions (8 9%),

- Revenues in **North America** – the epicenter of the financial crisis - reported a slump of 8.5% like-for-like, but only 4 7% on published figures, due to the appreciation of the US dollar The resistance of the operating margin was remarkable, reaching 4 9%, down only 0 6 points on 2008,

- The crisis was particular acute in **Benelux**, where revenues plummeted 12 9% like-for-like While this region suffered a marked fall in profitability, it nonetheless maintained an operating margin rate of 8 7% for the year and even a double-digit rate in the second half,

- The **other regions** reported a fall in revenues of 7 6% on average, like-for-like (although Italy and the Asia-Pacific region enjoyed remarkable growth) These regions reported an average operating margin rate of 10 4%, spurred by the profitability of the Asia-Pacific region, the Group's leading resource center

Operations by business:

- **Outsourcing Services**, which accounted for 36 4% of Group revenues, played its stabilizing role to the full. It reported growth of 0,3% like-for-like, despite the scheduled decrease in revenues generated by a major North-American contract The operating margin rate improved to 7.2%,

- **Technology Services** reported a 7.4% fall in revenues, like-for-like and an operating margin rate down on 2008 at 6 9%,

- **Sogeti**, whose activities are exposed to economic cycles by their very nature, reported an 8.3% drop in revenues, like-for-like, but maintained a satisfactory operating margin level (9 7%), thanks to good resource management and price resistance;

- **Consulting Services**, which are also particularly sensitive to the economic environment, reported a decrease of 14 7%, like-for-like; thanks to tight control over operating items, it managed to maintain a quite remarkable operating margin rate of 11 4%, down only 1.4 points on 2008

Headcount:

The total headcount is 90,516 at December 31, 2009, compared to 91,621 at end-2008 Primarily concentrated in India, but also in Poland, Latin America, China, Morocco and Vietnam, offshore employees represented 31% of the total Group headcount (i e. 28,000 employees) at December 31, 2009.

The corporate officers' compensation:

The Board of Directors, after hearing the recommendations put forward by the Selection and Compensation Committee, made the following decisions regarding the compensation of the two corporate officers

- For the fiscal year 2009: the Board validated the assessment made by the said Committee of the degree of achievement of each of the qualitative objectives which had been given to MM Serge Kampf and Paul Hermelin at the beginning of the year and hence retained for the calculation of the second variable part of their 2009 compensation a total weighted percentage of 107.2% for the former and 106.5% for the latter. The first variable part being determined automatically by comparison with the Group's performance relative to three elements of the general budget (revenue, operating margin, reduction of central costs), their 2009 variable compensation would have been euro 498 700 for the former (89.1% of the target variable) and euro 780 600 for the latter (88.7% of the target variable).
  However, MM Kampf and Hermelin, sensitive to the impact of the 2009 results on the Group managers' compensation, offered to forego symbolically 20% of their variable compensation so computed. The Board thanked them for that proposal, which it accepted after discussion, and thus reduced MM Kampf's and Hermelin's variable compensation to euro 399 000 for the former (71.2% of the target variable) and euro 624 500 for the latter (71.0% of the target variable). The Board also wishes to underscore that MM Kampf and Hermelin gave up since January 1st, 2009 their fees as Directors of Cap Gemini S.A.
  In the same spirit, Mr. Nicolas Dufourcq, Deputy General Manager, and Mr. Alain Donzeaud, Group General Secretary, have also proposed to reduce by 20% their variable compensation for the year 2009, for which the Board expressed its thanks to them

- For the fiscal year 2010
  Mr. Kampf, sensitive to the multiple pressures exerted upon companies having a « dissociated » *chairman of the Board to make his/her compensation no longer include a variable part, and observing* that a growing number of these companies seemed to give in to these pressures, proposed to change *the structure of his 2010 compensation so that it comprise only a fixed amount. He also proposed* that this compensation be set at an amount less than euro 1 million. The Board expressed its thanks to him, and having accepted that proposal, thus set at euro 960 000 Mr. Kampf's compensation for the year 2010, which represents a 31.4% reduction over his 2009 target compensation

  Following the Selection and Compensation Committee's recommendation, the Board after discussion decided to maintain unchanged Mr. Hermelin's target compensation (fixed + variable at objectives achieved).

The General Manager's employment contract:

The Board decided, upon the Selection and Compensation Committee's recommendation, to maintain for Mr. Paul Hermelin the benefit of his employment contract beyond the renewal date of his current Director term. That contract had been suspended in all its dispositions as from May 24th, 1996, date on which Mr. Hermelin had received and accepted his first term as a member of the Managing Board (Directoire). The Board's decision not to terminate his employment contract is based on the intent to preserve, in order to recognize his seniority and the services rendered in the *company for 17 years, Mr. Hermelin's pension rights. Mr. Hermelin thereupon committed to the* Board to give up this employment contract upon reaching the age where he could legally exercise his *retirement rights.*

For further information go to http://investor.capgemini.com/en

H.2 Audited Financial Statement, 2008

Capgemini presents our audited financial statement for 2008.

Capgemini
CONSULTING TECHNOLOGY OUTSOURCING

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Paris, February 12, 2009

2008 Audited Results

- **Results in line with targets:**
  - **Revenues growth of 5%**
  - **8.5% operating margin (up 1.1 points)**
- **Profit for the year of €451 million (5.2% of revenues)**
- **Dividend of €1 per share maintained**

The Board of Directors of Cap Gemini S.A., chaired by Serge Kampf, convened on February 11, 2009 to review and authorize for issue **the audited financial statements** for the year ended December 31, 2008. The key figures are the following

(In millions of Euros)	FY 2007 (remunder)	H1 2008	H2 2008	FY 2008
Published Revenues	8,703	4,374	4,336	**8,710**
Operating Margin [1]	640	332	412	**744**
As a % of revenues	*7.4%*	*7.6%*	*9.5%*	***8.5%***
Operating Profit [2]	493	288	298	**586**
Profit for the period	440	231	220	**451**
As a % of revenues	*5.1%*	*5.3%*	*5.1%*	***5.2%***
Net Cash and cash equivalents	889	533	774	774

After a fourth quarter up by 3.3% on Q4 2007, the Capgemini Group has recorded for the full year, **revenues growth of 5.0%** on a like-for-like basis (constant Group structure and exchange rates). However on a published basis (current Group structure and exchange rates), revenues are practically the same as for last year, due to the strong appreciation of the Euro against the US dollar (+6.9%) and especially the pound sterling (+16.1%), two currencies which accounted for more than 40% of the Group's consolidated revenues in 2007

[1] Operating margin is one of Group's key performance indicators for the Group's activity. It is defined as the difference between revenues and operating costs, these being equal to the sum of costs of services rendered (expenses incurred during project delivery), selling and general and administrative expenses

[2] Operating profit incorporates the charges associated with shares or options allocated to certain employees, as well as other non recurring income and expenses such as goodwill impairment, capital gains or losses on disposals, restructuring costs, the cost of integrating recently acquired companies, as well as the impacts of the curtailment and settlement of defined benefit pension plans.

Bookings for the year in consulting, technology and local professional services amount to €6,221 million, up by almost 9% over 2007, and the book-to-bill ratio is 1 09
Outsourcing has recorded bookings of €3,038 million from which €1,149 million should be deducted following the amicable separation agreement concluded at the end of the year with EFH, who, having acquired our client TXU, decided to exercise the change of control clause included in the contract signed with the latter in 2004
Outside of the effects of the renegotiation of certain major contracts, ***total bookings reach €9,259 million, which is a rise of 4%*** on the comparable number for 2007

Operating margin – which is up in all four of the Group's disciplines – comes out at €744 million, which is 8.5% of 2008 consolidated revenues, against 7.4% for last year.

Net other operating expense is €158 million (which includes €103 million in restructuring costs), leading to an operating profit of €586 million, which is 6 7% of revenues

After net finance expense of €19 million and a tax charge of €116 million, ***consolidated profit for the year amounts to €451 million, or 5.2% of revenues.***

2008 acquisitions (in particular Getronics PinkRoccade Business Applications Services BV) have not weakened the financial strength of the Group, with net cash of €774 million at December 31, 2008.

Earlier today the Board of Directors decided to recommend the payment of a dividend of €1 per share[3] at the next General Shareholders Meeting i.e. one third of Group profit for the year, in line with Capgemini's dividend policy.

Outlook for 2009
In a climate of high uncertainty, the Group considers that it does not have enough visibility beyond the first half
For the first six months of the year like-for-like revenues could see a modest decline This would only have a limited impact on the operating margin, which should remain above 6 5% (operating margin for the first half of 2008 being 7 6%).

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[3] Subject to the approval of the shareholders at the General Shareholders Meeting to be held on Thursday April 30, 2009, and in compliance with NYSE Euronext regulations, the ex-dividend date will be Tuesday May 5, the record date Thursday May 7 and the dividend payment date is as of Monday May 11

Appendix

Operations by Region:

- North America: like-for-like revenues are up by 3.4%. The good performance in outsourcing, consulting and local professional services more than makes up for the drop in revenues in Technology Services, which can be explained by the difficulties in the financial services sector, as well as the gradual replacement of local subcontractors by the Group's Indian resources. Operating margin amounts to 5.8%, slightly down on 2007.

- Europe and the rest of the world: Benelux posted like-for-like revenue growth of 11.6% at constant exchange rates and perimeters, similar to 2007, and remains the main contributor to Group profitability despite a slight drop in operating margin (14.2% versus 15.0% in 2007). France is seeing its margin improve by close to 3 points to 7.3%, while its revenues, driven by the dynamism of technology and local professional services, have grown by 5.4%, slightly above the Group average. The United Kingdom & Ireland region has seen its operating margin rise by a point to reach 7.8%, despite a marginal drop in like-for-like revenues (-0.5%) due to the planned decrease in revenues with HMRC. Excluding this contract, revenues for the region are up by 7% and its outsourcing business even posts double-digit growth. The other countries or regions are globally up by 7.8% like-for-like, with particularly strong growth in Italy, the Nordic countries and Southern Europe, their operating margin is up by almost 2 points (12.6% versus 10.7% in 2007).

Operations by Discipline:

- **Local professional services** (Sogeti Group) has recorded both the strongest growth (+9.1% like-for-like) and the best operating margin in 2008 (12.9%).

- **Outsourcing** has recorded fine growth of 4.6% thanks to good momentum in all regions, especially Benelux and Germany, its operating margin continues to rise, reaching 5.4%.

- **Consulting** has recorded the strongest margin improvement (12.8% on 10.5% in 2007), but with growth which is weaker than that of other disciplines (2.4%) due to a notable weakening over the second half.

- **Technology** services has recorded growth of 4.1% but actual growth is two points higher when taking into account the growing volume of revenues made for the other Group disciplines, outsourcing in particular. Moreover, thanks notably to administrative cost control, its operating margin is up by more than a point to 10.2%.

Headcount:

Between December 31, 2007 and December 31, 2008, the headcount grew by 8,113 people, with almost half of new recruitment being carried out in offshore countries Essentially concentrated in India, but also in Poland, China, Morocco and South America offshore employees represented 28% of the total Group headcount (25,275 people out of a total 91,621) on December 31

Executive Compensation:

Having taken into account the recommendations of the Selection and Compensation Committee, the Board of Directors has made the following decisions concerning the compensation of the Chairman and of the Chief Executive Officer,

- For 2008, The Board has authorized the assessment of the said committee, regarding the degree to which Mr Serge Kampf and Mr Paul Hermelin have attained the qualitative objectives set for them at the beginning of the year, and has therefore retained for the calculation of the second variable portion of their 2008 compensation a total weighted percentage of 110% for Mr Kampf and 113% for Mr Hermelin The first variable portion being automatically determined by the Group's results in a number of general budget areas (including revenues, operating margin and central costs), their variable compensation for 2008 will have been €617,000 for Mr Kampf (110 2% of theoretical variable) and €982,000 for Mr Hermelin (111,7% of theoretical variable);
- For 2009 The Board has decided to maintain unchanged theoretical compensation for Messrs Kampf and Hermelin (fixed and variable if objectives attained).

The Board has also approved the list of beneficiaries of performance shares, for which authorization was given by the Ordinary and Extraordinary Shareholders Meeting April 17, 2008 The Directors decided to add the name of Paul Hermelin, to whom they have allocated 50,000 shares, which is 3.4% of the total granted

H.3 Audited Financial Statement, 2007

Capgemini presents our audited financial statement for 2007.

Capgemini
CONSULTING TECHNOLOGY OUTSOURCING

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Paris, February 14, 2008

2007 Audited Results

- **Strong growth in revenues (+13%)**
- **7.4% operating margin (up by 1.6 points)**
- **Net income of €440 million, representing 5.1% of revenues**
- **Dividend (€1 per share) up by 43%**

The Board of Directors of Cap Gemini S.A. convened on February 13, 2008 under its Chairman, Serge Kampf, to review and to authorize for issue **the audited accounts** for the Capgemini Group, whose financial year ended on December 31, 2007. The key figures are the following:

(in millions of euros)	FY 2006 (reminder)	H1 2007	H2 2007	**FY 2007**
Revenues	7,700	4,397	4,306	**8,703**
Operating Margin [1]	447	269	371	**640**
As a % of revenues	*5.8%*	*6.1%*	*8.6%*	*7.4%*
Operating Profit [2]	334	229	264	**493**
Net Income	293	168	272	**440**
As a % of revenues	*3.8%*	*3.8%*	*6.3%*	*5.1%*
Net Cash	1,632	452	889	**889**

At current rates and perimeter, the Capgemini Group has therefore recorded a **growth in revenues of 13.0%**. When excluding perimeter effects (principally the acquisitions of Kanbay and Software Architects) and the effect of foreign exchange rate fluctuations (appreciation of the Euro in relation to the other major currencies), growth still reaches 9.0% for the year, noticeably higher than that of its market.

[1] The operating margin is the main key performance indicator for the Group. It is defined as the difference between revenues and operating costs, these being equal to the costs of services rendered (costs necessary for the implementation of projects), as well as Selling and General and Administrative costs.

[2] Operating income includes the additional charges associated with shares or options allocated to certain employees, as well as other non recurring income and expense such as restructuring costs, integration costs of recently acquired companies, goodwill impairment expenses or capital gains or losses on disposals.

The sustained rate of bookings - almost €10 billion on the year – has not slowed down in the fourth quarter, with a total of €3,740 million worth of signatures (of which €1,579 million are linked to the extension by three years of the contract with HMRC, the British tax authority) Outside of Outsourcing Services, the book-to-bill ratio is 1.07 for the year

The operating margin has continued to rise and has improved in each of the Group's four disciplines to reach €640 million, representing 7.4% of 2007 consolidated revenues which is 1.6 points more than that of 2006. For the second half of the year alone, it reached 8 6%

Other operating income and expense stands at minus €147 million, of which €90 million are restructuring costs, and €27 million integration costs linked to the integration of companies acquired during the year (Kanbay and Software Architects)

After a negative financial result of €7 million, a tax charge of €48 million and a share in profit of equity-accounted companies of €2 million, **the Group net income excluding minority interests comes to € 440 million, which is 5.1% of revenues and a progression of 50% on that of the previous year.**

Acquisitions made during the year have not impaired the financial solidity of the Group s, which on December 31, 2007, had kept a net cash position of €889 million

The same day, the Board of Directors decided to propose at the next Ordinary Shareholders' Meeting the distribution of a dividend of €1 per share [3] - up by 43% on that of last year - a distribution which is equal to a third of the Group net income excluding minority interests (which is €3.03 per outstanding share on December 31, 2007) and in line with Capgemini's long standing policy on the matter.

Activity by Major Geographic Area

- **North America**: Driven by very good performances from Outsourcing Services and Local Professional Services, revenues here have grown by 9 4% at constant rates and perimeter. The addition of the North American activities of Kanbay and Software Architects having more than compensated for the depreciation of the US dollar, growth is at 28 3% at current rates and perimeter Expressed in US dollars, 2007 revenues are **$2.4 billion**, which is 40% more than in 2006, positioning the Group as one of the main players in the American market The operating margin has reached 6.5% against 5 4% in 2006
- **Europe**: With revenues up by 22 3% at constant rates and perimeter, the Nordic countries have recorded the best growth, followed by Southern Europe (+14 1%), the Benelux countries (+11 7%), and France (+8 6%) The Germany & Central Europe region has only grown by 3 9%, because of a slight decline in Outsourcing Services All of these regions, without exception, have improved their operating margins, the Benelux countries in particular, which at 15 0% returns to its historical rates, and the Germany & Central Europe region which has recorded a margin of 13 3% The UK & Ireland region (+4 4%) has shown growth of more than 10% in its Consulting and Technology Services activities, but suffered from the effect of a notable (and planned) drop in revenues recorded with HMRC In total, the operating margin is 6 8% therefore very close to the Group average.

Activity by Discipline

- The strongest growth has been recorded by **Technology Services** (+11 0% at constant rates and perimeter), with an operating margin of 8 9% on the year, passing even the 10% mark for the second half notably thanks to the improvement in the utilization rate

[3] On approval of the shareholders at the General Assembly of Thursday April 17, and conforming to the new rules of NYSE Euronext, the ex-dividend date will be Monday April 21, the record date Wednesday April 23, and the payment date for the dividend will be Thursday April 24

- With a margin of 12%, **Local Professional Services** (Sogeti group) stands as the Group's most profitable discipline, notably due to the development of higher value-added offers such as testing, while its revenues are up by 9.5% with especially strong growth in the US, the Netherlands and Sweden
- **Outsourcing Services** has recorded growth of 7.8%, with an operating margin which has improved at the same rate as that for the whole Group to reach 4.7%, the lower contribution from the HMRC contract being more than compensated for by the improvement of several other units
- Progression for **Consulting Services** is more modest than that of other disciplines on the whole year (+4.5%), but it did however show an increase in momentum with growth of 9.6% in the second half, thanks to dynamic activity in Europe, and continues to improve its margin, which now comes to 10.5%

The Group's headcount grew by 15,600 people in 2007 with strong development of the offshore workforce, especially in Technology Services and Outsourcing Services. Mainly situated in India but also in Poland, China, Morocco and Latin America, the offshore headcount represented 24% of the total Group workforce on December 31, 2007 (20,000 out of 83,500)

Other Significant Events

- On January 21, 2008, credit rating agency Standard & Poor's scaled up Capgemini Group's rating from BB+ to BBB- (stable outlook), putting us back into the "investment grade" category

- On February 8, Schneider Electric and Capgemini finalized their agreement on a revision of the outsourcing contract also covering the development of the global ERP system, signed in November 2004. This agreement notably redefines the perimeter of the contract, the production tariff terms - henceforth based on the volumes that have actually been used – and service specifications (with the aim of freeing up additional savings in relation to the initial plan) and consequently, acceptable economic bases for both parties. From this new base, the contract will record slight losses in 2008, but will allow the Group to record a decent operating margin from 2009 onwards

Outlook for 2008

The demand for consulting and IT services was sustained throughout 2007 and into the beginning of 2008. The crisis in the banking sector, triggered a few months ago by the massive devaluation of assets, which it had to carry out, has up until now not had any repercussions on our sector of activity. No more so in the US than in Europe, has the Group seen a break in its rhythm nor any sign of a slowdown. Bookings are in line with forecasts and sales results for the 4th quarter have meant that the Group has started 2008 in good shape for growth. *Having said this, it is not inconceivable that the difficulties of the banking sector will end up spreading* to the whole economy and reach our own disciplines, in which case the Group would accelerate the implementation of a certain number of measures planned in its 1' transformation plan (Industrialization, Innovation and Intimacy). In this context the Capgemini Group today estimates that it will be able to record *growth for 2008 (at constant rate and perimeter) of between 2% and 5%*. The Group is in any case, confident in its ability to record a new improvement in its operating margin, bringing it to 8.5% (against 7.4% in 2007)

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I Resumes

The value of a consulting and IT services lies in the quality of its intellectual capital. In an industry characterized by rapid technological change and changing patterns of work, it is essential for employees to keep their knowledge and skills up-to-date in line with client and market needs. Capgemini encourages our employees to pursue vendor certifications.

I.1 Value Proposition

Certifications

Capgemini encourages our employees to pursue vendor certifications including: Novell Certified NetWare Engineer (CNE) and Certified NetWare Administrator (CNA) credentials, the Microsoft Certified Systems Engineer (MCSE), Microsoft Certified Solution Developer (MCSD), Certified Microsoft Office User programs, Cisco Certified Design Associate, and others.

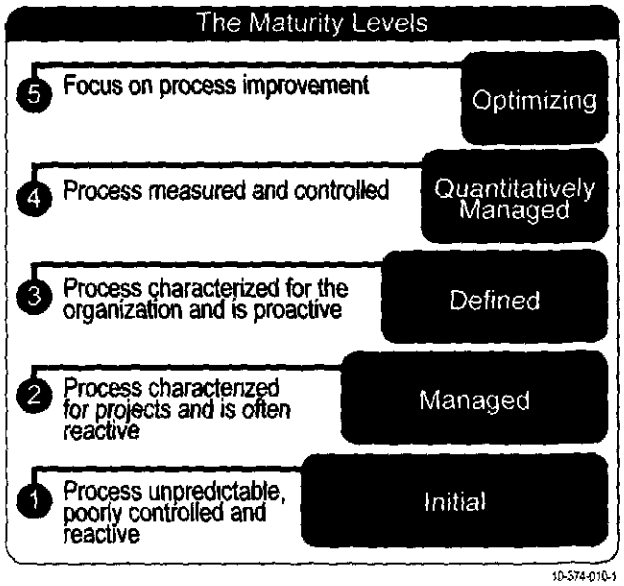
Capgemini also continues to achieve the highest level global certifications for quality processes and data security:

ISO 9001:2000 Standards

ISO stands for International Organization for Standardization. The requirements of ISO 9000 standards are aimed primarily at achieving customer satisfaction by preventing nonconformity at all stages from design through to servicing. Capgemini India was ISO certified in November 2001 and was re-certified in November 2004.

Software Engineering Institute's (SEI) Capability Maturity Model® Integration (CMMISM), Version 1.1 Level 5 (CMMI-SE/SW/IPPD/SS, V1.1) Staged Representation

Figure I-1. Maturity Levels



CMMi has been developed by Software Engineering Institute - Carnegie Mellon University, Pittsburgh, Pennsylvania. The CMMi Model provides guidance on how to gain control of the processes for developing and maintaining software and how to evolve towards a culture of software engineering and management excellence through integrated teaming and supplier management

Capgemini India achieved CMMi Level 5 (continuous process improvement) using the Staged Representation (Software, Systems Engineering, Integrated Product and Process Development and Supplier Sourcing) on all key process areas as defined in the CMMi Model in February 2005.

ISO 27001 Certification

Capgemini also achieved ISO 27001 certification for our Mumbai, Bangalore and

Kolkata centers in January 2007. ISO 27001 is a revised and enhanced version of BS 7799 standard. Achievement of this certificate shows our approach towards effective implementation of information security at the organization and project level. This also helps us demonstrate compliance towards various laws and regulations such as SOX, GLBA, HIPAA, FISMA, EU Data Protection standard, etc. Capgemini India uses BS 7799-2:2002 as the basis for its Information Security Management system.

Capgemini Internal Certification Programs Enhance Successful Client Delivery

Capgemini also has a number of relevant internal certification programs which help drive a consistent, successful approach to delivering results, thereby reducing project risks and execution problems and improving delivery quality. Certification programs generally revolve around the following fundamental components:

- Rigorous certification criteria and process: Individuals are measured against objective experience, competency, knowledge, and leadership and mentoring standards, then reviewed in a disciplined certification process by Capgemini's leaders in the subject area of interest.
- Structured learning curriculum and external certification: Internal and external training assists individuals in developing their knowledge and skills in both industry standards and the "Capgemini Way" of doing things. In many areas, external certifications publicly demonstrate the achievement of related capabilities and external market recognition.
- Related methods and knowledge: Certified individuals are trained in and measured on their effective use of and contribution to Capgemini's internal methods and supporting knowledge repositories, helping to drive a culture of routine knowledge sharing and continuous improvement.
- Active community of practice: Formal role-centric networks help to evolve thought leadership, share leading practices, provide peer support / mentoring and encourage professionalism. A variety of communication channels including live events, internal Web sites and electronic discussion forums bring together individuals with experience in and a passion for a particular field.

Capgemini's certification programs help bring our clients qualified, experienced consultants who have current, industry-leading knowledge and a demonstrated ability to successfully apply this knowledge to the benefit of our clients.

CMMi Certification

Our end-to-end CMM (Capability Maturity Model) global delivery model guarantees built-in quality. We have centers in North America and Europe assessed at level 3 with our Mumbai and Bangalore centers assessed at CMMi Level 5 across all four process modules.

CMMi was developed by Software Engineering Institute - Carnegie Mellon University, Pittsburgh, Pennsylvania. The CMMi Model provides guidance on how to gain control of the processes for developing and maintaining software and how to evolve towards a culture of software engineering and management excellence through integrated teaming and supplier management.

- Capgemini India centers have been appraised at CMMi Level 5 in all disciplines (Software Engineering, Systems Engineering, Integrated Process and Product Development and Supplier Sourcing). It is one of the very few companies worldwide which have implemented and been certified in all CMMi disciplines.
- Capgemini India's Information Security Management system model is compliant with BS 7799-2:2002 certification. The BS 7799-2:2002 is a comprehensive standard defining 127 security controls structured under 10 major domains.
- CMMi Certification – Capgemini has received formal CMMi Level 5 certification for our India Advanced Development Centers. This certification requires a series of quality steps that we have built into our projects.
- As part of any CMMi certified development environment, Capgemini employs Process and Product Quality Assurance (PPQA) and other quality-related reviews as part our standard SAP development & testing processes (e.g. ABAP, Datastage, etc.). The roles required to execute these quality-related processes are reflected in our proposed staffing plan.

Information Security Management System (ISMS)

Our project delivery functions require us to work with customers' sensitive business data very closely; therefore protection of these data and information assets is a core concern of our organization. We are focused on providing Secure, Safe and Reliable information processing infrastructure to our customers.

Our Organization has developed various proprietary, confidential and value added inter-operational technical / business process and consulting methodologies which constitute part of our many IPRs. Securing these business process and related information materials also is of critical importance to our Organization's continued success and market leadership.

As part of our ISMS policy we hold formal system certification and accreditation procedures of BS7799-2:2002 standard. This covers:

- Management of Information Security in Software Development,
- Maintenance & Support, Customization of ERP & CRM packages and
- Management of IT Infrastructure

Global Certification

SBU	BU	Location/ Center	Certification
India	Mumbai, Bangalore, Kolkota	AMSC, ADC, BPO, IMSC	ISO 9001:2000, BS7799 - SAS70-ITIL CMM 5 ISO 27001
North America	Mid-West	Chicago - ADC	ISO 9001:2000 CMM 3
	Canada	Montreal – ADC	ISO 9001:2000

SBU	BU	Location/ Center	Certification
	TME		
CEA	Belgium		ISO 9001:2000
	Norway	Fredrikstad	ISO 9001:2000
	Finland	ADC, ASE	ISO 9001:2000 CMMi 3
	Australia	Sydney	ISO 9001:2000
	Netherlands	ADC	ISO 9001:2000 (TTU) CMM 3
	Germany	Offenbach Stuttgart Duesseldorf Lubeck AMSC, IMSC	ISO 9001:2000
	Switzerland	Schaffhausen - AMSC	ISO 9001.2000
	SD&M		ISO 9001 2000
	Italy		ISO 9001:2000 CMM 3
	TMS Germany and Switzerland		ISO 9001.2000
West	France Finances & Services	Paris	ISO 9001:2000 CMMI 2 -Paris ADC
	France Industry & Retail	Paris - Lille	ISO 9001 2000 CMMI 2 -Paris ADC
	France Telecom & Media		ISO 9001 2000
	France EST	Lyon, Grenoble, Clermont-Ferrand, Nancy, Strasbourg	ISO 9001:2000
		Grenoble - ADC	CMM 3
	France SUD	Marseille, Nice, Montpellier, Toulouse, Pau, Bordeaux, Bayonne	ISO 9001.2000
		TEC Toulouse	CMM 3
		ADI Toulouse	CMM 2

SBU	BU	Location/ Center	Certification
	France OUEST	Nantes, Rennes, Brest, Rouen, Caen, Tours, Orleans	ISO 9001:2000
		Nantes ADC	CMM 3
		Nantes TEC - Finance	CMM 2
	Spain	Madrid ADC	ISO 9001:2000
		Barcelona	ISO 9001.2000
		Astunas	CMM 5
		Valencia	ISO 9001 2000
	Portugal		ISO 9001 2000
OS	Toronto	AMSC & Project Delivery	CMM 3
		Service Delivery	ISO 9001 2000
	Global BPO		ISO 9001 2000
	China	Guangzhou - BPO	ISO 9001:2000
	Poland	Krakow - BPO	ISO 9001 2000
	Denmark -	Copenhagen - AMSC	ISO 9001.2000
	Netherlands	Utrecht Sector Outsourcing	ISO 9001 2000, ISO 27001 BS7799-2:2002
		Utrecht - AMSC	CMM 3
	Clermont-Ferrand	AMSC	ISO 9001:2000 CMM
	Paris	AMSC	ISO 9001:2000 CMM 2
		IMSC	ISO 9001:2000
	UK	Sale, Working and Southbank Centers	CMMI 3
		Corus Account - North East	ISO 9001 2000, Tick IT
		Corus Account - Wales	ISO 9001 2000, Tick IT
		Corus Account - Aston	ISO 9001 2000, Tick IT
		Corus Account - Corby	ISO 9001 2000
		Rotherham Centre	ISO 9001 2000

SBU	BU	Location/ Center	Certification
		ASPIRE	ISO 9001:2000

Figure I-2. Capgemini Proposes a Team with the Right Qualifications

Name	Role	Time Commitment	Qualifications
			Required Capabilities: CMMI, COBIT, ISO 27001 and 27002, ITIL, MIT CISR frameworks, PMBOK, statistical analysis, survey and questionnaire development, TL 9000, TSP and PSP **Desired Capabilities:** ANSI and NIST, Balanced Scorecard and IT Balanced Scorecard, CERT methods/models, CGEIT, CISA, CISM, COBIT, CRISC, ISO 15504, ISO 19770-1, ISO 20000, ISO 38500, ISO 9000, IT-CMF, King III, MIT CISR framework for IT portfolio management and governance styles and decision domains, RACI charts, RiskIT, the SABSA framework, VALIT

Insert figure caption

Core Team

The following table indicates the time commitment of each our Core Team Members to the engagement including their years of full-time consulting experience.

Staff Members	Role	% of Full Time	Start – End Date	Years of Full-time Consulting Experience
Robert Sausa	Chief Architect/PMO Lead	100%	8/2/10–11/19/10	30
Christopher Franke	IT Architect	60%	8/2/10–11/19/10	20
Thomas Vacca	IT Architect	60%	8/2/10–11/19/10	20
Dharmesh Chovatia	Network & Security Architect	60%	8/2/10–11/19/10	16
Neil Palmiotto	Database Architect	40%	8/2/10–11/19/10	20

Advisory Team

In addition to our Core Team, our Advisory Team will participate in the project on a part time basis at various stages of the engagement. Our advisory team will in total provide one day a week to the engagement alternating their time based on the phase and needs of the project.

Staff Members	Role	% of Full Time	Start – End Date	Years of Full-time Consulting Experience
Robert Otto	Executive Engagement Advisor	As needed	8/2/10–11/19/10	Over 25
Marc D'Agostino	National ITS Engagement Lead			Over 15

James Kocsi	National IT Strategy Lead			10
Kate Mikheeva	National NextGen Data Center Lead	20%	8/2/10–11/19/10	Over 10
Kevin Doyle	Oklahoma Account Lead	As needed	8/2/10–11/19/10	15
George Brown	Tax and Revenue Advisor	As needed	8/2/10–11/19/10	15

Subject Matter Specialist Team

Our Subject Matter Specialist team will be available to our Core and Advisory Team members as necessary to provide insight into IT Consolidation and State Government.

In order to meet the State's telecom related requirements, Capgemini has chosen to partner with a Telecommunications Specialist. We believe this significantly enhances our joint ability to assess, evaluate, and recommend efficiencies, cost savings, and performance improvements in the State's telecommunications programs.

I.2 Resumes

Capgemini has assembled a team that collectively meets the equivalent skills of the Required and Desired Capabilities. The resumes below represent many of the individuals who will perform the various tasks associated with State of Oklahoma project. We would anticipate that the project will have 8 Full Time Equivalents (FTEs), so more than 8 resumes are shown below. We have focused on the senior members of the team who will be most responsible for assessing the information and developing the strategic roadmap and plans for the State of Oklahoma.

Within the group, we have listed the Required Capabilities in the individual resumes. The group collectively has many of the Desired Capabilities or equivalents that have been applied throughout their professional careers and are not specifically listed.

I.2.1 Robert Sausa - Senior Manager – Project Role: Chief Architect/PMO

Mr. Robert J. Sausa is a senior delivery executive within Capgemini, having over 30 years of Information Technology experience. His career has taken him through various positions of increasing responsibilities in all facets of information technology. He started his career in computer operations and data center management, technical support, system development, working his way up to Chief Technology and Chief Information Officer positions at Fortune 500 companies. Throughout his extensive career, he has built profitable business relationships with many fortune 500 firms. Mr. Sausa is skilled at building dynamic, interactive IT systems enabling companies to penetrate new markets, increase market share and gain new customers, while improving revenues and profits. He is particularly adept at addressing client requirements with state-of-the-art systems to continuously sustain company performance and remain two years ahead of the competition.

Education:

Colorado Technical University - Bachelor of Science – Business Administration / Information Technologies

Anticipated Role and Responsibilities:

Chief Architect/PMO

Anticipated Average Time Commitment per Month through Project Completion:

160

Qualifications:

Qualifications include:

- Lead the development of a transition plan and developed cost estimates to build, design and implement IT Data Center and services for an energy joint venture startup
- Developed a catalog of service offerings and service level objectives
- Developed the requirements for both the production and disaster recovery data centers
- Planned and designed for all Infrastructure Services – (data center, hardware, operating systems, network, service desk, and event management)
- Planning and design of their Business Continuity Framework and Disaster Recovery Plans
- Supported a Multi Supplier Engagement Model that integrated disparate technologies
- Led the IT Infrastructure transformation from a mainframe legacy to a High Availability, Server based platform to achieve a 99.9% system availability target
- Co-ordinate the build out of a new data center, entailing all environmental elements (power, air conditioning, UPS system, and generator back up units)
- Managed and coordinated the design and build schedules for 350 AIX/UNIX based servers and 200 Windows based servers required to support critical business applications
- Implemented a High Availability model with automated failover designed to achieve improved availability and reduce downtime
- Managed the capacity planning process to enhance assets
- Validate the Disaster Recovery processes with regards to RTO and RPO objectives
- Managed the delivery of Infrastructure Services in accordance with the contractual service level objectives. Consistently achieved or exceeded the service level objectives.
- Responsible for all infrastructure maintenance and support activities, including service desk
- Designed and implemented a more robust incident management and problem management process using the ITIL V3 framework
- Responsible for the planning and integration of new infrastructure components required for growth expansion or to enhance overall performance and reliability
- Responsible for planning and conducting Disaster Recovery processes and execution as per terms of the contract

- Conducted annual tests of clients Disaster Recovery process to insure all recovery objectives are met
- Co-Leader of the team responsible for the Enterprise Architecture and Integration of all Infrastructure Management services across 4 regional divisions of the company (North America, Europe, LAAM and APAC)
- Founding member of the Executive Infrastructure Management Supplier Council responsible for the coordination and alignment of all infrastructure management activities across multiple suppliers

Required Capabilities:

- CMMi for ITC services
- CMMi for software development and project management
- COBIT, for ITC governance, management, planning, development, operations, audit, control, & assessment.
- ITIL, for managing ITC services, infrastructure, development, and operations.
- PMBOK for ITC project management
- Statistical analysis
- Survey and questionnaire development

Desired Capabilities:

The group collectively has many of the Desired Capabilities or equivalents that have been applied throughout their professional careers and are not specifically listed.

Customer References:

Anthony Merolle – Estee Lauder - amerolle@Estee.com (631-531-1738) - (ITIL Process Design and Implementation)

Fred Killen – General Motors - fred.killeen@gm.com Standardized Development Program (ITIL & CMMi based process design and deployment also Validation & Verification processes)

Stephen Strome – Retired Chairman & CEO of Handleman Company - Stephen@Strome.org

(248) 703-9485 – CMMi (Process design and implementation)

I.2.2 Thomas Vacca - Senior Manager - Project Role: IT Architect

Thomas Vacca is a Senior Manager within Capgemini having twenty years of IT professional experienced in the areas of strategy, design, implementation and operational management of technical solutions for enterprises and service providers. Thomas has designed highly available, low latency infrastructure solutions supporting financial and enterprise applications. Thomas has a proven track record as a Technical Architect and Manager in all aspects of technical infrastructure and data center operations including server, OS, storage, network, security, monitoring, backup and disaster recovery with a focus on virtualization, enhanced datacenter design. Thomas has been successful in growing and leading global engineering and operation

teams. He has provided technical project management of large-scale IT implementations. He is a motivational team leader and mentor. Thomas has the ability to understand and communicate the "big picture" and is both customer and results focused.

Education:

University of Phoenix, Fairleigh Dickinson University

Anticipated Role and Responsibilities:

IT Architect

Anticipated Average Time Commitment per Month through Project Completion:

160

Qualifications:

Qualifications include:

- Infrastructure Management lead for a Global Cosmetic company's managed hosted solution for its Strategic Modernization Initiative which included a large global SAP landscape
- Responsible for design, planning and day to day management of a multi-site implementation including n+1 Dev, Test, QA, Prod and Business Continuity landscapes which were built on virtualized architectural design concepts
- Responsible for Service Level management of the facilities, infrastructure and application availability
- Management of engineering team of server, storage, backup, network, and database engineers
- Project planning for new project implementations as well as change management coordination and reporting
- Planning, coordination and execution of a successful large data center move
- Technical Infrastructure lead on Global SAP Implementation project.
- Interfacing with the customer's Basis, Server/Storage, Network, Security, Monitoring and Disaster Recovery team leaders to identify requirements to architect an infrastructure solution
- Designed the system Landscape with more than 18 SAP application components, tools and bolt-ons.
- Designed the physical network/ security infrastructure including multi-VLAN, multi-tier firewall design including provisions for internal and external SAP Enterprise Portal environments meeting the customer's high security requirements.
- Designed the hardware mapping of the application landscape to a virtual server/storage and network/security infrastructure based on virtualization and data replication leading practices

- Assisted customer in the Server/ Storage vendor comparison and selection process Managed a global team of engineers responsible for the design, integration, testing and documentation of the Hosting product solution including network, infrastructure, infrastructure services and management product suite.
- Vendor Management – Worked with top technology vendors in order to identify and evaluate new products and solutions including Cisco, Sun, HP, DELL, IBM, EMC, Internap, and Checkpoint.
- Management of capital and expense budgets.
- Defined processes and technical controls required to meet SAS 70 Type II opinion.
- Hosting Product Development – member of management team responsible for the development of the hosting product supporting financial customers including the network, security, and system infrastructure and enterprise management tools.
- Management of the teams responsible for the design and implementation of more than 130 financial customer managed solutions
- Design and launch of infrastructure, rack, power and cabling plan for 5 large Hosting Data Centers and 9 smaller Hosting POPs worldwide.
- Managed the design, migration and implementation of corporate OSS/BSS server and network infrastructure relocating from the UK to a US datacenter. The new solution provided a more robust, highly available design as well as consolidated server, storage and Oracle database environment.
- Member of the Alliance/Business Integration team which supported the technical hardware and software design and procurement requirements needed to support the proposed solutions. Aligned with the Communications, High Tech & Media & Entertainment market units.
- Technical Architect specializing in requirement gathering, system sizing, budget estimates, high availability, storage and backup strategies of multi–vendor solutions. Created detailed hardware configurations, which were used to create custom proposals.
- Conducted successful vendor selection process for server, storage, OS and supporting tools needed to support a large ERP project.
- Designed server, storage, network and backup infrastructure supporting the requirements of the ERP project.
- Designed server/storage architecture required to support the self provisioning, service desk and CRM application requirements supporting the customer's new digital set top box.
- Created capital budget, resource requirements and implementation project plan to support the project.
- Managed the Distributed Systems group responsible for managing UNIX, Microsoft, Novell, and AS400 server environments. Involved in the evaluation, budgeting, design and

implementation of all servers including the company's two major initiatives, ERP & Ecommerce.

- Technical Infrastructure Lead of a new SAP implementation project. Designed and implemented the server and storage infrastructure supporting the Production, QA, Development and Training landscapes.
- Designed and implemented an Enterprise Backup and Storage Solution (EMC, IBM 3494, Tivoli TSM) supporting UNIX, Windows, AS400 and Mainframe platforms, centralizing and reducing hardware, backup/recovery times and operational staffing requirements.
- Eliminated a lengthy maintenance window required to backup the large SAP Oracle database by using EMC TimeFinder software. This enabled the Production SAP application to have 24X7 availability.
- Implemented an Enterprise System Monitoring solution using Tivoli TEC Console and Distributed Monitor. Developed shell scripts to create event and threshold monitoring of all system hardware, OS and applications.
- Systems management of servers and storage made up of a variety of platforms including Sun, IBM, & EMC which supporting back-office and trading systems. Management and maintenance of the firm's DNS, Firewall and Mail servers.
- Management of multiple Stratus Continuum hardware systems which provided high availability through fault tolerance needed for order routing communication.
- Successfully implemented the Continuous Trade Processing System (CTPS) application and infrastructure to handle all of the firms security order routing and matching functions.
- Designed and implemented an enterprise software control solution using PVCS Version Manager and Configuration Builder. This solution provided a centralized software repository and pristine building environment.
- Supervised an operation staff providing 24X7 Help Desk and Computer Operations functions.

Required Capabilities:

ISO 27001 and 27002, regarding ITC security and risk management

ITIL, for managing ITC services, infrastructure, development, and operations.

Statistical analysis

Survey and questionnaire development

Desired Capabilities:

The group collectively has many of the Desired Capabilities or equivalents that have been applied throughout their professional careers and are not specifically listed.

Customer References:

Anthony Merolle – Estee lauder - amerolle@estee.com (631-531-1738) - Infrastructure Consolidation, Design, Operational Management, Data Center Migration

Sheila McBride – Becton Dickinson – Sheila_mcbride@bd.com - (201-847-3189)

I.2.3 Chris Franke - Senior Manager - Project Role: IT Architect

Mr. Christopher Franke possesses over 20 years of Information Technology experience across a variety if industry sectors. His career is deeply rooted in Operations and Service Management, where he has showcased his attention to meticulous detail and demonstrated tireless stewardship over his client's interests. A majority of Chris' experience has been within the Financial Services sector, working with an international clientele. It is in this arena, where his focus on to service excellence earned him the position of Global Head of Hosting Services for a major Financial Services Provider.

Mr. Franke is skilled in creating highly motivated and energized teams, which focus on enabling clients to reach their potential though leveraging technology and process enhancements. He has a keen sense of increasing investor value, while delivering a world class service experience.

Education:

Liberty University – Bachelor of Science

Anticipated Role and Responsibilities:

IT Architect

Anticipated Average Time Commitment per Month through Project Completion:

160

Qualifications:

Qualifications include:

- Global Head of Hosting Services for Financial Service division of major Telco
- Operations Manager of US Hosting Operations for Financial Services Provider
- Head of US Service Center for start-up services provider
- Delivery of an ISO27001 Certification for a Hosting Services Company which spanned 15 datacenters in 8 countries, servicing 150 Clients.
- Managed International Data Center Closures and Consolidation Roadmap – coordinated multiple client migrations.
- Formed a centralized Operations support team and service model supporting top line growth through product sales and service.
- Managed the delivery of an Industry leading OSS BSS system stack, integrating multi-vendor technologies.
- Negotiated service contracts with Telco carriers and a variety of field service organizations.
- Constructed Disaster Recovery Models and detailed recovery scenarios.
- Designed and recruited the Client Support Helpdesk supporting a SAP roll out.
- Managed SAP Training and curriculum

- Managed a desktop rollout of MS Exchange.
- Managed Operations Team coordinating and tuning Enterprise Batch Cycle
- Managed Enterprise Service Desk for desktop estate
- Responsible for Branch Office Market Data Delivery Systems
- Managed Correspondent Services LOB
- Supervised Technology Operations for a 40,000 user financial data distribution platform.
- Supervised data distribution applications
- Managed a variety of recruiting and staffing initiatives

Required Capabilities:

- ISO 27001 and 27002, regarding ITC security and risk management
- ITIL, for managing ITC services, infrastructure, development, and operations.
- Statistical analysis
- Survey and questionnaire development

Desired Capabilities:

The group collectively has many of the Desired Capabilities or equivalents that have been applied throughout their professional careers and are not specifically listed.

Customer References:

Ronan Ryan – Royal Bank of Canada -ronan.ryan@rbccm.com - (201) 895-0096

Jack Ehrenberg – British Telecom – john.p.ehrenberg@bt.com (651) 341-1260

I.2.4 Dharmesh Chovatia - Manager - Project Role: Network/Security Architect

Dharmesh is a senior Network Engineer/Architect with over 16 years experience. Dharmesh has extensive networking experience designing, configuring, installing and maintaining LANs, WANs, routers, switches, Load balancers, Firewalls, IDS/IPS and Network Monitoring & Management Systems. He is a specialist in designing, implementing and maintaining large multi-location Hosting Networks. Prior to Joining Capgemini, Dharmesh has held positions as Network & Security Architect and design with British telecomm and as a Network Design Engineer with Reuters. He has extensive experience in Designing and deploying service provider grade infrastructure.

Education:

Villanova University Masters of Science, Chemical Engineering

Osmania University Bachelor of Engineering, Chemical Engineering

Anticipated Role and Responsibilities:

Network/Security Architect

Anticipated Average Time Commitment per Month through Project Completion:

160

Qualifications:

Qualifications include:

- Served as a Senior Network Engineer and Architect for the Hosting line of business. The Position required in-depth knowledge of security, networking and good understanding of application behavior.
- Primary technical approver of all major hosting deals. This involved representing Radianz/BT in customer meeting, in a technical capacity, with client's high level technical and business personnel.
- Designed, implemented and supported major Networking projects. Three of these projects involved infrastructure to support several hundred servers in multiple locations. Customers were high profile Wall Street clients. Cutting edge datacenter switching, routing, security and Load balancing technologies were deployed.
- Network co-lead for designing and building, from ground up, the first two datacenters for Radianz/BT Hosting, in Nutley, NJ and Geneva, Switzerland.
- Chief Engineer and Architect for designing and deploying Hosting PoPs in Tokyo, London, Chicago and Sydney.
- Designed, developed and deployed Network virtualization for the Proximity product line. The Network virtualization was from end-to-end with switching, routing, firewalls and Load balancers. This enabled quick deployment of customer environments on a shared network yet ensuring security, flexibility and performance.
- Served as a Network engineer for a division of Reuters that was one of the first ASPs for the financial community.
- Worked closely with customers and developers to design, implement, test, tune and support several networks for financial customers requiring HA and low latency.
- Served as a key design engineer to deploy one of the first streaming financial quotes system in the world. The project had a multi-million dollar budget and employed cutting edge network technology.
- Deployed Solaris jumpstart for the installation of Solaris servers. The task involved extensive shell scripting and required an in-depth knowledge of NIS and Solaris installation. This project cut down the times of installations and customization of the Solaris servers from a day and half to 45 minutes while eliminating many human errors.
- Served as a project coordinator for development of new processes and enhancement of existing processes. Duties included interfacing computer system for data acquisition and control. Also served as a consultant to the scientists with various chemical simulation software packages.
- Co-invented two processes that were awarded US patents.

Required Capabilities:

- ISO 27001 and 27002, regarding ITC security and risk management
- Statistical analysis.
- Survey and questionnaire development

Desired Capabilities:

The group collectively has many of the Desired Capabilities or equivalents that have been applied throughout their professional careers and are not specifically listed.

Customer References:

Carl Hunt – BT Global Financial Services carl.hunt@bt.com – 1-646-321-1821

Mike Kuchula – British Telecom – Michael.kuchula@bt.com - 1-267-701-1590

I.2.5 Mike Driscoll - Senior Manager - Project Role: IT Architect

Michael has over 15 years of systems experience and is a Senior Certified Architect with Capgemini. In the past, he has worked in many roles including: Strategist, Facilitator, Engagement Director, and Technical Architect. Michael has experience with business transformation and technology strategies. He has a foundation of skills based upon hands-on implementation experience in diverse technical environments. He has a proven track record and has demonstrated many successes within the areas of planning, designing, and implementing information systems and IT solutions. Mike is a strategic technology leader with demonstrated success driving quantifiable business results in complex environments. He is a results-focused solution architect with implementation experience and program management experience incorporating bottom line impact, enhanced business and technical capabilities, cost-effective solutions and C-level engagement. Notable client engagements involve Fortune 500 companies across several industries including: Consumer Products, Retail, Manufacturing, Healthcare and Automotive industries.

Education:

Northern Illinois University – Bachelor of Science

Anticipated Role and Responsibilities:

IT Architect

Anticipated Average Time Commitment per Month through Project Completion:

160

Qualifications:

Qualifications include:

- Planning & Management tower lead in an infrastructure shared service organization that included infrastructure services enabled by virtualized server, SAN and data center environments. The scope of work focused on distributed infrastructure build activities and the development of a consistent "intake" process for inbound service requests as well as ongoing management of the following functions: Capacity Planning, Performance

Measurement/Reporting, Project management, Knowledge management, Resource management, Organizational Change Management, Relationship management and Financial Management.

- Project manager focused on designing a new data center and technical infrastructure architecture. The project included platform and network design, installation & configuration of several COTS packages as well as virtualization of infrastructure services and overall data center facility design. Coordinated architecture development and worked with vendors, contractors, suppliers and client personnel to build a reliable transformation plan.
- Defined a long term transformation roadmap and implemented many initiatives for a large consumer products company in the Midwest.
- Engagement director and technical architect operating in a multi-supplier environment. Scope of work included: definition of global application standards, global client hardware consolidation and migration, back-end software design around improved security and management capabilities, procurement, planning, financial management, etc.
- Global enterprise architecture lead for the Product Development group in a Fortune 5 company during a 6 year transformation. The transformation was >$600M in financial scope with a multi-supplier environment and federated architecture model. Much more detail available upon request.
- Technical architect and engagement director for several software package implementations. Projects included current state assessment, environment definition, platform, network and data center design in addition to package enabled reengineering.

Required Capabilities:

- CMMi for software development and project management
- COBIT, for ITC governance, management, planning, development, operations, audit, control, & assessment.
- ITIL, for managing ITC services, infrastructure, development, and operations.
- Statistical analysis.
- Survey and questionnaire development

Desired Capabilities:

The group collectively has many of the Desired Capabilities or equivalents that have been applied throughout their professional careers and are not specifically listed.

Customer References:

Vince Danca (Brightstar): Vince.Danca@brightstarcorp.com 847.573.5195

Ray McDonald (Loblaw): Ray.Macdonald@loblaw.ca (905) 459-2500

I.2.6 Blake Mclaughlin - Senior Manager - Project Role: PMO/IT Governess/Finance

Mr. Blake McLaughlin is a senior delivery executive, based in Cincinnati, OH, with over 15 years of experience across a broad range of technical engagements. Throughout his career he has been on the leading edge of the deployment of new technological solutions, specifically playing the role of strategist defining the roadmaps for adoption and producing business cases to support adoption. He has run multiple, large-scale e-business re-platforming projects involving enterprise-wide deployments that required strategic planning with business and IT as well as architecting of new infrastructure to support various software solutions. Mr. McLaughlin is skilled at analyzing client's position on a technology maturity model, developing strategic roadmaps or plans to move up the maturity model, building the business case to support the effort and utilizing or adapting industry-leading methodologies to execute on delivery. He has a strong background in finance, providing him a unique perspective on IT projects.

Education:

Indiana University – Bachelor of Science

Anticipated Role and Responsibilities:

IT Architect

Anticipated Average Time Commitment per Month through Project Completion:

160

Qualifications:

- CPA
- Engagement Director: Ran two-phased project to evaluate SAP NetWeaver as new platform and re-platform the existing e-customer self service applications from BroadVision to SAP NetWeaver. The project team of more than 25 resources was a mixture of Capgemini (on-shore and off-shore), independent contractors and client personnel
- Engagement Director: Led a team of over 40 consultants (50% on-shore & 50% off-shore) in a multi-project implementation to build & deploy an external-facing portal and an internal-facing portal to employees. The major activities involved:
- Project Manager – SAP Strategic Blueprint
- Project Manager - SAP Enterprise Portal Implementation
- Project Manager – SAP Enterprise Portal Strategy
- Project Manager – SAP Enterprise Portal Implementation

Required Capabilities:

- PMBOK for ITC project management
- Statistical analysis.
- Survey and questionnaire development

Desired Capabilities:

The group collectively has many of the Desired Capabilities or equivalents that have been applied throughout their professional careers and are not specifically listed.

Customer References:

Ana Babcock – Florida Power & Light – (305) 552-2806 – ana_babcock@fpl.com

Allen Starr – Holcim – (813) 468-9284 – allen_m_starr@hotmail.com

I.2.7 Dmitry Solodov - Senior Manager - Project Role: PMO/IT Governess / Finance

Senior consultant working in Technology Transformation practice within Capgemini Consulting. Over 12 years of experience in IT managing projects and integrating large scale IT processes and systems. Experienced in ITIL based processes, organizational transformation, project management and Program and Project Office activities. Proven track record in delivering complex solutions on time and on budget, while exceeding stakeholder expectations. Extensive knowledge and experience working in financial services, healthcare, and supply chain management verticals. Strong emphasis on quality and management utilizing leading practices from PMI, CMMi, ITIL, and CobIT.

Education:

Villanova University, Villanova - Master of Science in Computer Engineering

Riga Technical University

Anticipated Role and Responsibilities:

IT Analyst

Anticipated Average Time Commitment per Month through Project Completion:

160

Qualifications:

- Performed data collection and analysis to assess current state of Server Desk operations against ITIL good practices
- Developed and published SDLC and ASAP based development process framework
- Developed strategy and roadmap for organization process maturity improvement covering 12 process area
- Performed process maturity assessment based upon CMMi and ITIL practices
- Designed detailed CMMi based Systems Development Life Cycle(SDLC) framework and ITIL V3 based Release and Deployment Management(RDM) process
- Lead the project work and acted as a primary liaison between the client Directors and Capgemini team during the changeover of key personnel on the project
- Consolidated the deliverables, reviewed and aggregated inputs from other team members

- Acted as a subject matter specialist on software project estimation. Compared Capgemini experience in the area with the client's metrics, reconciled differences, and proposed adjustments to the client's estimation guidelines.
- Captured the client's capacity and resource plans supporting operations, work requests, and project commitments across operations and infrastructure, application development, testing, and project management departments
- Conducted focus conducting interviews with key personnel and cross validated the gathered data
- Forecasted resource requirements for operations and development projects using bottom-up, top-down, analogy based, and statistical estimation methods to fill information gaps for loosely defined projects
- Authored and maintained detailed capacity model supporting ~300,000 man-hours of available capacity and incorporating statistical approaches and operational assumptions
- Created and maintained IT project portfolio level plan for about ~300,000 man-hours with resource assignments and manual resource levering to identify resource gaps and overallocations
- Identified resource constraints and developed resource conflict mitigation strategies

Required Capabilities:

- CMMi for ITC services
- CMMi for software development and project management
- COBIT, for ITC governance, management, planning, development, operations, audit, control, & assessment.
- ITIL, for managing ITC services, infrastructure, development, and operations.
- PMBOK for ITC project management
- Statistical analysis
- Survey and questionnaire development

Desired Capabilities:

The group collectively has many of the Desired Capabilities or equivalents that have been applied throughout their professional careers and are not specifically listed.

Customer References:

Jason Bissonnette – Devon Energy - Sr. Manager, Devon Energy, Jason.bissonnette@dvn.com - 405-235-3611

Nunzio Izzo – Loblaw - Sr. Director, Loblaw, nunzio.izzo@loblaw.com - (905) 459-2500

Shaila Bridge – Kellogg- Exec. Director, Kellogg, Sheila.Bridge@kellogg.com - (269) 961-2000

I.2.8 Tom Tracy- Senior Manager - Project Role: IT Architect/ITIL

Tom is a Senior Manager in Capgemini IT Planning and Management practice, working out of our Atlanta office. Mr. Tracy has over 30 years of experience working in all aspects of Information Technology. His consulting assignments support corporate executives in various industries with information technology strategies, architectures, assessments, ITIL implementations, and IT transformations. IT recommendations focus on aligning business strategies to IT initiatives and transitioning technology to speed IT effectiveness and efficiency. The IT transformations focus on all technology environments and IT process improvement, outsourcing, applications effectiveness, systems operations improvements, technology architecture development, and IT management and organizational alignment and mentoring.

Education:

Georgia State University – B.B.A. Management and Economic

Georgia State University – MBIS Information Systems Management

Anticipated Role and Responsibilities:

IT Architect

Anticipated Average Time Commitment per Month through Project Completion:

160

Qualifications:

Required Capabilities:

- CMMi for ITC services
- CMMi for software development and project management
- COBIT, for ITC governance, management, planning, development, operations, audit, control, & assessment.
- ITIL, for managing ITC services, infrastructure, development, and operations.
- Statistical analysis.
- Survey and questionnaire development
- PSP/TSP for software project personnel

Desired Capabilities:

The group collectively has many of the Desired Capabilities or equivalents that have been applied throughout their professional careers and are not specifically listed.

Customer References:

William Gilbert – Limited Brands – IT Transformation Project – bgilber2@columbus.rr.com – (614) 840-0216

Doug Smith – McKesson Corporation – IT Data Center Consolidation Alignment –VP Data Center Consolidation – Douglas.Smith@McKesson.com – 404.338.6388

I.2.9 James Kocsi - Manager Project Role: IT Analyst

James has over 10 years of Information Technology experience. Over the years he has worked as a Project Manager, Operations Lead, Network Manager, Network Engineer, and Operations Analyst. James has extensive experience leading and working on technical teams consisting of both onshore and offshore resources. He has widespread experience in datacenter operations and infrastructure technologies. In addition, he has hands on experience in designing, building, and running dedicated and shared client infrastructure solutions globally. James is a customer facing individual who has worked with numerous clients and vendors both in the US and internationally. He has experience in industry leading practices and in emerging infrastructure technologies.

Education:

Rutgers Business School – MBA, Strategic Management

Stevens Institute of Technology – B.E., Computer Engineering

Anticipated Role and Responsibilities:

IT Analyst

Anticipated Average Time Commitment per Month through Project Completion:

160

Qualifications:

Qualifications include:

- Direct three technical teams on a multi-million dollar enterprise technology transformation engagement for a major food distributor and retail chain.
- Lead in developing, managing, and implementing a repeatable infrastructure operational readiness test process for business critical applications, including warehouse management, transportation management, enterprise reporting, time management, planning, forecasting, replenishment, enterprise service bus, and SAP.
- Manage a team responsible for development, deployment, and operation of a large scale monitoring solution for servers, databases, and applications.
- Lead role in developing the initial standard operating procedures for an offshore level 1 monitoring and event management team directly responsible for supporting over 1000 client systems.
- Recruited, hired, and on boarded, technical consultants and contractors responsible for server, database, monitoring, network builds and operations.
- Supervised technical professionals responsible for the 24X7X365 proactive monitoring and daily operations of ten global datacenters.
- Acted as primary management escalation point for high severity client service issues and events, authored incident reports and held accountability for root cause analysis and incident closure.

- Project managed complex technical migrations and changes including new client implementations, datacenter expansions, consolidations, technology upgrades, and tool deployments.
- Primary client contact on various accounts for fully managed, managed network, and co-located solutions.
- Key contributor in the initial development of an ISO27001 security certification program.
- Responsible for overseeing several network infrastructure projects including shared and dedicated client network infrastructures in numerous datacenters.
- Hands on configuration and support of various network technologies including Routers, Switches, Firewalls, Load Balancers, and various management tools.
- Managed network infrastructure failover tests for new deployments.
- Managed, authored, implemented, and reported on system, network, and security audits.
- Provided 2nd and 3rd level support on network infrastructure incidents and client escalations.

Required Capabilities:

- ISO 27001 and 27002, regarding ITC security and risk management
- Statistical analysis
- Survey and questionnaire development

Desired Capabilities:

The group collectively has many of the Desired Capabilities or equivalents that have been applied throughout their professional careers and are not specifically listed.

Customer References:

Ted Flynn – Dairy Farmers of America – tflynn@atsmilk.com – 417-829-3612

I.2.10 Mark Clopman - Senior Consultant – Project Role: IT Analyst

Mark has extensive background in business development and project management. He is passionate about utilizing technology to improve business processes. Experienced in hardware virtualization, software, and network support. Excellent communication, reporting, documentation and presentation skills. Highly motivated and driven. Very organized and efficient. Project work specializing in knowledge management, Data Center Migration Strategy, and TCO study for SAP infrastructure consolidation.

Education:

Clarkson University, Potsdam, NY – B.S. Business and Technology Management

Anticipated Role and Responsibilities:

IT Analyst

Anticipated Average Time Commitment per Month through Project Completion:

160

Qualifications:

Qualifications include:

- Extensive background in business development and project management
- Experience in hardware, software, and network support
- Trained in wide variety of Capgemini discovery tools

Required Capabilities:

- PMBOK for ITC project management
- Statistical analysis
- Survey and questionnaire development

Desired Capabilities:

The group collectively has many of the Desired Capabilities or equivalents that have been applied throughout their professional careers and are not specifically listed.

Customer References:

Bob White – Ingram Micro - bob.white@ingrammicro.com - (714) 382-1342

Mike Crosswhite – Tenneco - mcrosswhite@tenneco.com - (847) 482-6277

I.2.11 Kate Mikheeva - Consultant – Project Role: IT Analyst

Kate is a Consultant within Capgemini Consulting Technology Transformation practice. As a recent graduate from New York University with degrees in Finance and Statistics and Operations Research, Kate has experience with financial modeling, operations enhancements, project management and advanced research. Kate's industry experience is mainly in the small business operations of automotive companies and financial investments in hospitality and other corporate real estate. Kate is a dynamic team player with strong emphasis on efficient communication and the evaluation of global and local perspectives before decisions are made.

Education:

New York University Leonard N. Stern of Business – B.Sc. in Finance and B.Sc. in Statistics and Operations Research

Anticipated Role and Responsibilities:

IT Analyst

Anticipated Average Time Commitment per Month through Project Completion:

160

Qualifications:

Qualifications include:

- Forecasting time series data via conditional volatility (ARCH) models using TSP

- Published: Statistics paper analyzing the rise of gross national debt over the past 50 years and its root causes (Fall of 2008) – Statistics and Operations Research Dept., NYU Stern
- Process Definition – Major Energy Company
- IT Transition Study – Liquefied Natural Gas Joint Venture
- Project Management – Automotive Industry
- Financial Analysis and Research – Corporate Real Estate Investment Brokerage Firm
- Operations Management – Global Financial Institution
- Legal Operations and Drafting – Corporate Litigation Firm

Required Capabilities:

- PSP/TSP
- Statistical analysis.
- Survey and questionnaire development

Desired Capabilities:

The group collectively has many of the Desired Capabilities or equivalents that have been applied throughout their professional careers and are not specifically listed.

Customer References:

Customer references for this team member not available as of the time of proposal submission. Customer references will be provided as soon as they are available.

I.2.12 Neil Palmiotto - Consultant – Project Role: IT Analyst

Information technology professional with over 20 years of developing, enhancing, maintaining, and supporting mission critical business systems. Managed hardware and software performance tuning and monitoring. Managed staffs of up to six professionals. Managed a UNIX/Oracle Hot Site Disaster Recovery infrastructure.

Education:

BBA in Management Information Systems, Pace University

Anticipated Role and Responsibilities:

IT Analyst

Anticipated Average Time Commitment per Month through Project Completion:

160

Qualifications:

Qualifications include:

- Responsible for the successful Oracle patching of all large client customer instances. Applied required patches and parameter changes. Upgraded all server clients from various

92x and 10x versions to 10.2.0.4. Documented the entire procedure. Coordinated and scheduled software and database patches with the customer, and assigned these tasks to various team members including myself.

- Upgraded hardware and networking infrastructure. New database servers, workstations, printers, and scanners. New router, firewall, gigabit switches, and ISP upgrade from DSL to T1. Allowing Team Research to host the company website. Develop and implement a Business Continuity / Disaster Recovery infrastructure and seamlessly transition into an automated, digitized office.
- Managed UNIX Hot Site Disaster Recovery infrastructure. Scheduled and coordinated offsite Disaster Recovery tests between IT and business units. Managed hardware and software maintenance and upgrades, ensuring availability 24x7 in the event of a real disaster.
- Managed UNIX Hot Site Disaster Recovery infrastructure. Scheduled and coordinated offsite Disaster Recovery tests between IT and business units. Managed hardware and software maintenance and upgrades, ensuring availability 24x7 in the event of a real disaster. Met business objective, reduced system recoveries from 20 to 4 hours.
- Saved Unilever $10 - $12 million per year. Managed project to integrate open systems into Unilever's infrastructure organization. Oversaw proper installation of hardware and software in Unilever's Trumbull datacenter.
- Lead Database Administrator for the Bestfoods Data Warehouse project. Data warehouse developed for the Sales Department to improve customer sales reporting. Responsibilities included modeling, developing and implementing Star database schema. Installation, support, and maintenance of Oracle databases. Support applications and developers utilizing the data warehouse.

Required Capabilities:

- ITIL
- PMBOK
- Statistical analysis.
- Survey and questionnaire development

Desired Capabilities:

The group collectively has many of the Desired Capabilities or equivalents that have been applied throughout their professional careers and are not specifically listed.

Customer References:

Anthony Merolle – Estee Lauder – Infrastructure Consolidation, Design, Operational Management, Data Center Migration – amerolle@estee.com – (631) 531-1738

Ryan J. Webster – The Estée Lauder Companies – SMI/Systems Integration – rwebster@estee.com – (631) 531-1077

I.2.13 Dan Dunn, Project Manager

Dan is a Senior Information Technology Professional with over twenty years of proven experience providing IT Consulting services including Network Operations, Infrastructure Architecture, Security Architecture, NOC Design & Build, Data Center Consolidation and Program Management in complex and diverse IT environments.

Education:

Education for this team member not available as of the time of proposal submission. Education will be provided as soon as it is available.

Anticipated Role and Responsibilities:

Project Manager

Anticipated Average Time Commitment per Month through Project Completion:

160

Qualifications:

Qualifications include:

- Delivery Management: Manages short and long term IT Transformation projects with budgets of 360K to 12.4 comprised of 6 to 50+ team members including Right-Shore delivery components. Responsible for the successful delivery of the program to include resource, risk, financial, scope and change management. Oversees and contributes to the development and execution of project plans to include the identification of milestones, critical paths and dependencies. Develops contingency plans, alternatives and cost models to react to project delays and challenges. Responsible for the preparation and presentation of status and financial reports to upper management and Executive sponsors. Certified as a Capgemini Unified Project Manager (UPM).
- IT Architecture and Design Planning: Leads the development of, and provides subject matter experience to the development of IT Enterprise Architectures through the detailed analysis of the current and future business requirements, IT Organization, IT Governance, ITSM processes and current architecture. Develops, documents and presents technical strategies and approach alternatives to senior IT management and stakeholders that meet the strategic vision and are within known budget and personnel restraints. Leads the development of the detailed implementation plan and roadmap for the execution of the strategy to include timeline, dependencies, milestones, risks, budget and resource requirements.
- IT Transformation Consulting: Regularly interacts at the Senior Management/CxO levels to assist in the identification and development of strategic and tactical objectives that will enable the IT organization to provide leading edge, industry standard capabilities. In the role as a "trusted advisor", Mr. Dunn assists IT leadership in assessing the current state, developing the guiding principles for the organization, the strategic and tactical plan necessary to adapt to the changing needs of the business and the industry and develop a roadmap for the execution of the strategic plan. Provides experience in the development of IT Service Management (ITSM), Governance and Security strategies that incorporate

industry accepted leading practices and frameworks including IT Infrastructure Library (ITIL) for ITSM, Control Objectives for Information and related Technology (COBIT®) and have familiarity with ISO17799 for security leading practices.

- Service Line Leader: Managed Capgemini's Eastern Region Infrastructure Planning and Operational Consulting (IPOC) team consisting of 5 Direct reports and 22 consultants. Duties included directing the development and delivery of Service Offering business cases, collateral and training in the areas of Network & Security Architecture and detailed Design, Technology Assessments and Information Technology Service Management (ITSM). Coordinates the development and Quality Assurance of proposals to include project scoping, approach, deliverables, risk assessment and pricing. Maintains the sales pipeline and staffing availability/assignment for pending and proposed projects.
- U.S. Government: Data Center Operations, Infrastructure Architecture, Data Center Planning (GSA/Facilities), Data Center Consolidation, Contract Officer Technical Representative (COTR), CIO Level Briefings, Budget Preparation, Analysis & Justification, Personnel Administration, RFI/RFP preparation, Vendor Selection.
- U.S. Department of Defense: Systems (Network/Platform/Security/Communications) Administration, Budget Preparation, Analysis & Justification, Personnel Administration, RFI/RFP preparation, Vendor Selection.
- Financial Services: Network/Security Architecture Definition, Detailed Design & Implementation, Data Security Analysis & Model development, Data Center Consolidation, Server Consolidation, Workstation Refresh, Identity & Privilege Management (I&PM) design & implementation, Role Based Access Control Strategy, Architecture, Roadmap & Detailed Planning, Process analysis (ITIL Infrastructure Management/Service Support) & Program/Project Management.
- Retail & Distribution: LAN/WAN design & implementation, Cost Benefit Analysis/Return on Investment (ROI) analysis, Architecture, Roadmap & Detailed Planning, , Data Center Consolidation, Server Consolidation, Service Provider Selection & Program/Project Management.
- Data Center Consolidation: Program manager for a team of 50~ on-shore FTE and contractors and 10 ~ off-shore resources in the execution of a multiyear data center/infrastructure consolidation for a life sciences equipment distribution company. Was responsible for overseeing and guiding the solutions planning, Architecture, design and delivery of the upgrade and migration of e-Commerce and ERP systems to a new data center. Monitored and sequenced the deployment of the infrastructure build-out to include VMware Blade technology, SAN and network infrastructure. Responsible for the budget of 14M to include budget preparation and approval process and the subsequent tracking of expenditures. Regularly interacted, reported and made recommendations to the senior management of the organization and gave weekly briefs to the Executive Staff and CIO.
- Data Center Consolidation: Program manager for a team of 20~ on-shore and 50~ Off-shore resources in the execution of a multi data center/infrastructure consolidation for a large international insurance/investment company. This program consisted of the planning and execution of three primary work streams to prepare for and execute the consolidation

of dispersed services to two central data centers. The work streams were (1) Workstation application client preparation, testing & deployment to support new standards and infrastructure, (2) Application preparation/testing and deployment & (3) Architecture Definition, Detailed design and migration of platforms to new Data Center(s).

- Data Center/Data Warehouse Move Planning: Senior member of team that developed the high level plan for the movement of production, development and testing environments to new Data Center. Scope of the planning included the development of work streams to include; Program Planning and Strategy, Architecture, Data/Application Migration, Testing and Production Readiness. The plan included timeline, resource requirements, dependencies, key milestones and critical path identification. The environment included 6+ Terabytes of data, multiple Oracle Database instances, SAN infrastructure and critical financial transaction applications.
- SAP Architecture Implementation: Managed and led infrastructure architecture team in the analysis for the deployment of a worldwide SAP system serving a high tech engineering, manufacturing and distribution company. The system utilized an SAP core with over 100 legacy non-SAP legacy systems serving as front end configuration, design, quoting, file management and order tracking systems. Developed the global logical and physical architecture views for the non-SAP systems. Analyzed the architecture and identified potential risk scenarios related to peer to peer application dependencies, network performance and user functional demographics. Led the Application development teams and Infrastructure organization to develop contingencies and risk mitigation strategies. Presented the final analysis and risk assessments and mitigation strategies to upper management and the company CIO.
- WAN Architecture Definition/Detailed Planning: Served as the Program Manager and lead architect for final architecture design, deployment planning and financial business case development to deploy a centralized WAN for a global manufacturing, sales and distribution client. Throughout the life-cycle of the program, was responsible for leading the planning and execution of the various facilities and Telco work streams as well as monitoring the technical transition of the enterprise infrastructure. This position required weekly progress, risk and issue briefings at the CIO/CTO & CFO level. The program team (60~ FTE) consisted primarily of client employees within the IT, planning and CTO organizations. This program extended to several Operating Companies as well as the parent management organizations.
- Global WAN Implementation/Data Center Consolidation: Developed, implemented and managed the Project Management team responsible for the worldwide transition to a single source WAN Service Provider and the preceding worldwide IP address conversion for a global sales and distribution company. This project included the development and coordination of worldwide resources for the end-to-end process, to include procedures for configuration, service level, fault, and performance and change management. Was the direct interface with senior client management to include the development and presentation of Executive Briefings for Operational and financial reporting. Directly involved in the technical analysis of the WAN as it went operational and developed technical analysis for presentation to the client Operational managers and staff.

- Security Architecture Definition: Project Manager & lead architect for a team of architects in the development of an enterprise security architecture for a large retail banking and insurance company. During the assessment phase the teams developed a current state analysis of security risk, current architecture, data classification processes, strategies and risk assessment. The final products included data/system risk models, recommended technology investments, future state architecture and Gap Analysis with clear roadmap to realize the goals.
- Merger and Acquisition IT Due Diligence: Led the development of an IT Due Diligence framework, guidebook and cost models for the estimation of targeted mergers and acquisitions. Through application of proven methodologies and leveraging of existing collateral was able to achieve the objectives in 6 weeks. Through collaborative and iterative stakeholder working sessions the framework and methodology was modified to accommodate the client's requirements, guiding principles and strategy for merger and acquisition activities.

Required Capabilities:

- CMMi for ITC services
- CMMi for software development and project management
- PMBOK for ITC project management

Desired Capabilities:

The group collectively has many of the Desired Capabilities or equivalents that have been applied throughout their professional careers and are not specifically listed.

Customer References:

Customer references for this team member not available as of the time of proposal submission. Customer references will be provided as soon as they are available.

I.2.14 Edward Canfield, PMO

Edward has experience across a wide range of IT management and operations functions as well as IT enterprise technology architecture. Edward has set up and run a large IT Infrastructure Shared Service organization, performed IT effectiveness evaluations and improvement programs for IT operations, personnel and cost management. He has also developed several enterprise wide IT architectures along with developing point architectures to solve specific technology problems. Edward has developed the strategy, detailed plans and managed two data center consolidations. Edward has hands on experience managing all phases of systems deployment, implementations and operations. This includes architecture design, system integration, setting up and running an acceptance test organization, software distribution, application roll-out and implementation and post implementation operations.

Education:

- M.B.A. Specializing in Operations, Columbia University, Graduate School of Business
- B.S. Mechanical Engineering, University of Miami

Anticipated Role and Responsibilities:

PMO

Anticipated Average Time Commitment per Month through Project Completion:

160

Qualifications:

Qualifications include:

IT Operations Excellence & Implementation

- IT Infrastructure Operations – Established and ran the IT Infrastructure Shared Service for a leading Canadian retailer. During this 14 month engagement Edward managed over 125 full time resources providing the full range of design, build and operate for all IT infrastructure services for all strategic projects. The team provided 7 x 24 support utilizing 60% on-site and 40% rightshore resources. The team managed the acquisition, installation and implementation of over $60MM in new hardware. The team set up and supported over 1000 AIX and Windows hosts plus several hundred Oracle and SQL databases. This was accomplished in a highly virtualized, high availability environments utilizing IBM P series systems and Windows ESX and blade infrastructure. The team built the sandbox, development, QA and production environments for all new strategic project including: SAP ERP, Enterprise Service Bus and ETL, multiple Warehouse Management implementations, Transportation Management, Store Time & Attendance and an Integrated Planning, Forecasting & Replenishment system. The team also created and implemented over 150 new IT infrastructure standards and SOPs. The team developed and executed all required processes including data center facilities management, service request management; financial management including allocation of costs to the projects; operational readiness testing; production readiness verification; and production cutover.
- IT Operations Excellence - Led two engagements to review and revise IT service support and service delivery processes.

The first engagement assisted a leading manufacture. With improving and standardizing their IT support processes across three strategic business units. The IT Infrastructure Library (ITIL) was selected as the set of leading practices that were used to develop new standardized IT service support and service delivery processes in all three SBUs. The use of ITIL allowed all three SBUs to agree on a standard set of IT processes that could be implemented to meet SBU specific objectives.

The second engagement was for a leading oil company to support integration of their new SAP implementation and integration of multiple business units aligned IT support processes. New IT processes were also based on ITIL process models and leading practices. Revised processes were subsequently implemented enabling company to provide consistent services across all BUs and integrate SAP support with no increase in personnel.

- IT Systems Management Architecture - Led the development of an IT Systems Management Architecture for a Fortune 10 company. The systems management architecture provided the overall management framework and identified the key ITIL based

processes and supporting technologies required to provide consistent support for all IT platforms, systems, applications and networks for all strategic business units worldwide.

- IT Help Desk, Incident and Problem Management Process Improvement – Led the development of new IT service support processes for a major text book publisher to improve their service support processes. ITIL standard process models were used as the basis for development of activity level processes. The new process models were later implemented by the organization to improve their overall service support.
- Data Center Consolidations – Developed the data center strategy, detailed plans and managed the data center consolidations for both a large text book publisher and a large metropolitan hospital. For both clients the consolidations included their core, mission critical systems. For the publisher, 4 regional data centers containing over 200 UNIX and Wintel servers were consolidated into one new data center in four phased moves. For the metropolitan the relocated systems included an IBM S390, a DEC Alpha cluster and a NT client server system plus all supporting network and telecommunications systems. Provided subject matter experience and performed program management required to execute both data center consolidations. Managed Capgemini and client team day-to-day activities required for a successful data center consolidation.
- IT Financial Management - Reviewed and assessed the IT budget and costs for a large agricultural and pharmaceutical company. Developed a new IT cost allocation model which focused on defining and aligning the IT products and services with the key business initiatives of the strategic business units.
- Information Technology Assessment - Performed a technology assessment to support the post merger integration of two reinsurance companies. Reviewed the application development environments, databases, operating systems and hardware platforms used for the core business processes and executive information systems. Recommended system consolidations based strategic positioning and scalability of core technologies in merged organization.
- Application Testing – Designed set up and ran stress testing program for initial deployment of PeopleSoft Financials for Ernst & Young LLP. Identified benchmark requirements and acceptance criteria. Created benchmark environment including dedicated HP load host with multiple load servers. Team also identified infrastructure solutions required to provide a variety of peripheral services including report distribution, remote access, and external file transfer.
- IT Planning – Created IT planning and project management methodology for national sports organization. Developed IT project prioritization methodology. Developed all IT policies. Assisted with development of FY1998 IT business plans by developing project charters for all major FY 1998 IT projects. Developed initial service level agreement (SLA) for roll-out of Lotus Notes® to teams. Created initial help desk performance metrics which reduced outstanding problems by over 30% in first two weeks.
- IT Staffing – Performed IT staffing analysis in support of regional hospital data center consolidation. Analysis provided approach to reduce total headcount after data centers were consolidated. At the same time, the staffing analysis provided an approach to improve the

alignment of personnel assignments to improve growing technology enablement requirements.

- Technology and Application Architecture
- IT Strategy – Assisted with and provided subject matter experience for the development of the IT Strategy for a leading pharmaceutical company. The IT strategy was explicitly aligned to the key business strategies and objectives of the firm. The IT strategy was used as the basis for all IT plans and key IT initiatives. In particular, the strategy was used to prioritize the future direction and priorities for application simplification and technology rationalization.
- Application Technology Architecture – Lead the development of two enterprise wide eCommerce architectures. These architectures include application, data, network based services, security and eBusiness services. Served as a facilitator and subject matter specialists for eBusiness services and Network based services including directory and security services. Developed transition plans to implement architecture including cost forecasts. Supported several additional eBusiness technology architectures by providing subject matter experience for facilitated workshops.
- eCommerce Application Architecture – Lead an eCommerce application architecture design for a major eBusiness hosting and internetworking provider. The application architecture integrated legacy eCommerce applications with robust off-the-shelf eCommerce components to provide a second generation B2B commerce capability.
- eCommerce Capacity Planning - Lead an enterprise wide eCommerce capacity planning project for a large insurance company. This review provided an end to end capacity planning and architecture review for all eCommerce applications. The review identified hosting, network, middleware and back end architectural components which needed to be upgraded to support anticipated ramp-up in eCommerce volume. This included capacity planning evaluation of the directory services and Internet security infrastructure.
- Project Leader for Multiple Development Teams – Led simultaneous developments teams developing and implementing both an Electronic Data Management System (EDMS) and an Enterprise Portal. The EDMS project designed and implemented a production Documentum Proof of Concept for both R&D and Finance departments in 7 weeks. The Enterprise Portal designed and implemented a production SAP portal including converting over 600 pages of existing corporate intranet to the new portal environment in 5 weeks.
- Program Manager for Japanese Pharmaceutical IT Startup in US – Led multiple teams to set up the IT operations for a leading Japanese Pharmaceutical in the US. In six months the teams migrated all infrastructure operations to CGE&Y's outsourcing center; developed and implemented SAP financials; developed Siebel sales force automation and contact center, developed a US IT quality system; and defined the future state technology architecture.
- Technology Strategy for eClinical – Lead the technology team for the development of the clinical strategy for a large pharmaceutical company. Identified new and emerging

technology enablers to develop break-through solutions to improve quality and accelerate clinical development and regulatory processes for a $25B global pharmaceutical leader.

- 21 CFR Part 11 Methodology Development Lead the integration of CGE&Y's application development methodology with CGE&Y's 21 CFR Part 11 methodology. Developed vendor assessment checklist and performed vendor assessments to identify 21 CFR Part 11 capabilities of key CGE&Y vendor partnerships. Lead development of integrated security and enterprise application integration (EAI) reference architectures to support 21 CFR Part 11 compliance.

Required Capabilities:

- CMMi for ITC services
- CMMi for software development and project management
- PMBOK for ITC project management

Desired Capabilities:

The group collectively has many of the Desired Capabilities or equivalents that have been applied throughout their professional careers and are not specifically listed.

Customer References:

Customer references for this team member not available as of the time of proposal submission. Customer references will be provided as soon as they are available.

I.2.15 Mark A. Smith – Senior Manager – Project Role: Applications Architect

Twenty five plus years in the Finance/Operations/IT management functions with an emphasis in consulting services, software application development, and IT support for Public Sector; with 20 years of progressive management experience with increasing budget and administrative responsibility, in product life cycle development, consulting support in the planning, implementation, release/upgrades, and IT infrastructure for ERP/Applications (shared services approaches/models). Provides customers and implementers with guidance on industry trends, analysis, and product directions via professional association's membership, publications (2005-2009 Government Finance Officers Association - GFOA), and speaking engagements.

Education:

University of San Francisco, 1982, BS Finance & Business Administration

Anticipated Role and Responsibilities:

Applications Architect – Lead assessment of existing software applications with respect to consolidation and enhancement opportunities.

Anticipated Average Time Commitment per Month through Project Completion:

160 hours per month

Qualifications:

Qualifications include:

- Chief Architect for the overall ERP solution: City of Chicago & City of Detroit
- Metropolitan Water District of Southern CA (multi-state jurisdiction agency)
- Chief Architect for San Diego County & Dallas County ERP & HCM
- Metropolitan Transit Authority of Los Angeles, rescuing a failing ERP implementation
- Excelsior College IT Assessment and Recommendations in support of a five and ten year strategic plan
- Chief architect for ERP Solution with Grants: Stanford & Yale University
- City of Memphis IT assessment and shared service model for the consolidation of the City,
- County and Public Schools

Required Capabilities:

- CMMi for ITC services
- CMMi for software development and project management
- PMBOK for ITC project management

Desired Capabilities:

The group collectively has many of the Desired Capabilities or equivalents that have been applied throughout their professional careers and are not specifically listed.

Customer References:

Joseph E. Sanders, Chief Information Officer, City of Memphis, Office of Information Services, 5125 Elmore Rd., Suite 6, Memphis, Tn. 38134. (901)636-6229 Work, (901)569-0395 Cell. Joseph Sanders Joseph.Sanders@memphistn.gov

John M. Pontius, Jr., Vice President For Finance And Administration, Excelsior College, 7 Columbia Circle, Albany, New York 12203. JPontius@excelsior.edu

I.2.16 John Hagstrom – Senior Manager – Project Role: State Government Subject Matter Specialist

Our Subject Matter Specialist team will be available to our Core and Advisory Team members as necessary to provide insight into IT Consolidation and State Government.

Education:

University of Illinois, BS, Major in Real Estate and Investment Finance, Minor in Economics

Anticipated Role and Responsibilities:

State government IT operations subject matter specialist.

Anticipated Average Time Commitment per Month through Project Completion:

As needed.

Qualifications:

Qualifications include:

Over 20 years experience serving State and Local clients. Extensive experience and leadership in technology, finance and consulting. Strong financial, organizational, analytical, and operational skills. Excellent problem solving skills resulting in financial based solutions to address client needs.

Required Capabilities:

- CMMi for ITC services
- CMMi for software development and project management
- PMBOK for ITC project management

Desired Capabilities:

The group collectively has many of the Desired Capabilities or equivalents that have been applied throughout their professional careers and are not specifically listed.

Customer References:

Mike Dean, ACS, mike.j.dean@acs-inc.com, (614) 204-2970

Kevin Wrenn, CitiGroup, kevin.wrenn@citi.com, (312) 560-5270

I.2.17 Marc D'Agostino – Vice President – Project Role: IT Consolidation Advisor

Over 15 years experience as an accomplished and business-driven IT professional with a proven track record in the Global Arena, combining first-class leadership and communication skills with strategic and tactical planning execution. Respected as a motivational, lead by-example manager, change agent, and proponent of empowerment and accountability with creative/technology talents and keen business acumen. Provides vision and an innovational approach to building corporate value, market share and customer loyalty.

Education:

Fairliegh Dickinson University, 1991, Bachelor of Science in Business Management

Anticipated Role and Responsibilities:

Our Subject Matter Specialist team will be available to our Core and Advisory Team members as necessary to provide insight into IT Consolidation and State Government.

Anticipated Average Time Commitment per Month through Project Completion:

As needed.

Qualifications:

Qualifications include:

Solutions Design, Delivery & Support, Data Center Strategy, Consolidation and Private Cloud, Project/Program Planning & Management (PMO), Strategic Business & Operational Planning, Infrastructure Consolidation & Virtualization, IT Operation & Governance Structuring, and IT Risk, Cost, ROI, and Feasibility Analysis

Required Capabilities:

- CMMi for ITC serevices
- CMMi for software development and project management
- PMBOK for ITC project management

Desired Capabilities:

The group collectively has many of the Desired Capabilities or equivalents that have been applied throughout their professional careers and are not specifically listed.

Customer References:

Customer references for this team member not available as of the time of proposal submission. Customer references will be provided as soon as they are available.

I.2.18 Bob Otto – Government IT Advisor – Project Role: Project Advisor

Robert currently provides advisory services to federal, state and local CIOs, CEOs and other IT leaders on Business and IT Transformation, Data Center, Server and Organization Consolidations, Modernization, and key strategies on saving money while taking legacy IT organizations to a new plateau. Robert is also well known for being in the spotlight of new technology across the federal sector from 2001 through 2007, being asked to comment and write articles in major magazines and being called upon to provide advice to federal news radio and federal government officials.

Education:

American University, Master's degree in Public Administration

Anticipated Role and Responsibilities:

Our Senior Project Advisor will be available to our Core and Advisory Team members as necessary to provide insight into IT Consolidation and State Government operations.

Anticipated Average Time Commitment per Month through Project Completion:

As needed.

Qualifications:

Prior to his appointment in 2001 to the CIO role, Otto served as the Portfolio Manager for all of the financial systems that run the Postal Service. Prior to that, Otto was the Manager of IT Value, responsible for all technology investments and system development processes and standards. Otto was initially responsible for nationwide computer security, an issue that remains a key focus as the Postal Service expands its IT network internally and in support of the Postal Service's core electronic products externally. He was also responsible for data management, systems development, finance portfolio and managing system readiness in connection with the Postal Service's successful Y2K initiative.

Required Capabilities:

- CMMi for ITC serevices

- CMMi for software development and project management
- PMBOK for ITC project management

Desired Capabilities:

The group collectively has many of the Desired Capabilities or equivalents that have been applied throughout their professional careers and are not specifically listed.

Customer References:

Joe Sanders – City of Memphis – joseph.sanders@memphistn.gov

Deborah Judy – U.S. Postal Service – deborah.judy@usps.gov – (202) 268-2818

J Questionnaire Development and Administration

For the State of Oklahoma project, quality information from across the all included agencies provides a key foundation from which judgments, recommendations and actions are formed. Timely information that provides a general view, consistently captured across the agencies, is much more valuable than 100% accurate information requiring months to capture and collate. Working with data in its native electronic format can speed the process over distributing and training on pre-defined data templates.

The template provided below is also discussed in Section E.2.1.2. The template includes the primary data to be collected in the Assessment/Report phase and is used to synthesize the data for the Strategic Plan. Capgemini has incorporated the specific requirements in Attachment D, and mapped the stakeholder information against the actual data collected, to generate the final output for our original questionnaire.

		Information
1	Business process	• Business goals • Current IT plan/strategy (if any) • List of major business processes
2	Organization	• IT organizational structure with names, levels and areas of responsibility • IT Governance structure and decision making • Current IT services/catalogue used and level of services provided the business. • IT Architecture standards • IT Management standards and practices • Vendor management and contracts
3	Finance	• Current IT budget priorities and frameworks • Business charge back model (if any) for the IT services provided • Management of IT financial operations • IT cost models • Individual budgets (funding model, federal/state) and annual spend
4	Initiatives	• Major business initiatives • Prioritized list of IT initiatives
5	Applications	• List of major applications (name, areas supported and users, owners, type package/custom, # users, age, architecture diagram –if available, availability, servers currently hosted etc) • Applicable SLAs for application • Maintenance fees and schedule • Information on who provides Application Management Services
6	Infrastructure	• Data center information (high level – locations, business areas supported, what information is stored, repositories) • Information on Hardware Servers, System Software, Storage (disk and data network elements) currently being used • Infrastructure management processes and tools (capacity planning and management, performance monitoring and application deployment) • Service management processes (Incident management, problem

		management, release management, service desk, etc) • Information on Network services such as WAN, LAN connectivity, Voice and data services, Productivity software (Email, Office, etc) and Security Services (Virus scanning, Intrusion detection, Authentication etc)
7	Performance Assessment	• User satisfaction (internal, external, management) • IT Performance against SLA and benchmarks
8	Other	• Interviewees (names, levels, areas of responsibility) • Any recognized issues or constraints • Risk Management issues • Mandated Regulations • Security • Disaster Recovery

Stakeholder Groups

The following table describes the anticipated stakeholder groups involved with this engagement.

	Stakeholder Group	Participants
1	Shareholders	Input from the State
2	Project Manager	
3	Scheduling Assistant	
4	Steering Committee	
5	Business process owners • Front and back office business operations • Role of IT	
6	Applications Owners	
7	Infrastructure Owners • Servers and storage • Desktop • Infrastructure support and SLAs	
8	Procurement / Finance	
9	Sampling of end users	

Infrastructure / Application Prep Questions

	OS and DB Version Information	State Input
1	What Operating Systems are in use?	
2	Are you using any virtual partitioning?	
3	What Databases are in use?	
4	Size of Database – PRD and QA/DEV/TST?	
5	Production Database monthly Growth?	__ GB month

6	Is the OS booted from local disk or from SAN?
7	Overall management
8	Tools used
9	Success matrix

	System HW
1	How many Servers are supporting Prd?
2	Hardware Vendor and Model?
3	Memory / #CPU / CPU Speed / Local Storage?
4	How many of these are application servers? What are the applications?
5	How many Servers are supporting non-prod?
6	Own/Lease – Approx date of purchase or lease?
7	Is there any virtualization in place?
8	How are the applications mapped to the hardware?
9	Is there a solution for High Availability in place?
10	Current capacity / performance reports / current monthly growth rates?
11	Overall management
12	Tools used
13	Success metrics

	Storage
1	San Storage?
2	Hardware Vendor and Model?
3	Useable Disk?
4	Mirrors?
5	Do you replicate SAN to a DR site? Is replication of data between sites at the storage block level in place?
6	Own / Lease – Approximate date of purchase or lease?
7	Approximate yearly HW/SW Maintenance costs?

8	Approximate raw storage/ disk drive type/ size/ speeds?
9	RAID type?
10	Capacity reports/ current monthly growth rate?
11	Vendor/ Model of SAN switch equipment?
12	Vendor/ Model of NAS equipment Where is NAS storage used?
13	Overall management
14	Tools used
15	Success metrics

Comments: (i.e.) All disks are mirrored. Connectivity is Fiber Channel. PROD and QA database servers are dual attached.

	Backups	
1	What is the backup schedule today?	
2	What is the backup window?	
3	Tape Drive/ Library and/ or VTL Vendors/ Models and Capacity?	
4	Own/ Lease – Approximate date of purchase or lease?	
5	Approximate yearly HW/SW costs?	
6	Are snapshots or split mirrors on the storage side being used?	
7	Approximate amount of data being backed up weekly?	
8	Data retention	
9	Overall management	
10	Tools used	
11	Success metrics	

	Network	
1	Routers, Switch, Firewall, Load balancer Vendor and Models?	
2	Own / Lease – Approximate date of purchase or lease?	
3	Approximate yearly maintenance costs?	
4	Are any virtualization methods used on these devices?	

5	Are there separate networks used for management and backup vs. end user and server to server communication?
6	Are there separate environments used for Prod vs. non-prod?
7	Current capacity planning, measuring and performance reporting methods?
8	Current integration into VoIP and multimedia?
9	Current wireless and mobility deployment?
10	Remote access infrastructure?
11	Datacenter and branch (remote site) design?
12	Overall management
13	Tools used
14	Success metrics

	Security Infrastructure	
1	Firewall and ACL provisioning and operating process?	
2	Authentication, Authorization and Accounting in current use?	
3	Network admission control in use?	
4	IDS/ IPS currently used and the provisioning and operating tools and methods of such?	
5	IDS/ IPS correlation engine currently being used?	
6	Security audit and compliance tools and methods currently used?	
7	Overall management	
8	Tools used	
9	Success metrics	

	Disaster Recovery	
1	Is DR in place?	
2	Is DR to be included in proposal?	
3	Are there specific DR requirements?	
4	Which systems are needed for the DR plan?	

5	What are the Recovery Point Objective and Recovery Time Objective?
6	Is the DR site hot, warm or cold?
7	What is the distance connectivity and distance between the two sites?
8	Is the DR site used to support any other environments during normal conditions?
9	Is data replication used to keep the second site up to date?
10	What are the approximate yearly contract costs for DR services third party provider?
11	What are your current SLAs with the third party?
12	Overall management
13	Tools used
14	Success metrics

	Management and Tools
1	Describe the applications/ tools used to monitor the infrastructure and applications.
2	Describe the applications/ tools used to provision, patch, and audit the infrastructure components
3	Approximate yearly software maintenance costs?
4	Project Management: Processes, Practices and Tools
5	Resource management (i.e workforce and resources)
6	Success metrics

	Data Center
1	Current Location of Data Center?
2	Who owns Data Center?
3	Size of Data Center?
4	# Racks occupied in Data Center to support applications.
5	Relevance of the site selection

	Primary Site Hosting	(if provided by a Hosting provider)
1	What are the approximate yearly costs associated with the primary site hosting vendor?	
2	Does the Hosting vendor provide fully *managed facility, infrastructure and* application management?	
3	What SLAs are in place with the third party hosting vendor?	
4	Overall management	
5	Tools used	
6	Success metrics	

	OneNet/OSF	State Input
1	Describe all OneNet Services Used • POTS • VoIP • DSL • T1 • DS3 • Wireless services • Any other services provided by OneNet • Metrics	
2	Describe All Customer Premise Equipment including number of stations and all trunking • iPBX, PBX, Key Systems • Phones • Videoconferencing • Wireless devices • OneNet Routers • Metrics	
3	Describe Main CPE Per Location • Switchroom layout • Closets (if applicable) • Patch Panels • Metrics	
4	Describe all Trunking Configurations • Number Inbound Trunks • Number Outbound Trunks • Number and Trunk Types • DID Trunks	

- Specialized Circuits
- Metrics

	Please provide any standardize process and procedures currently utilized by the IT organization related to the following services:
1	IT Service Desk and Monitoring Tools (Ticket Volume by Severity Level and Application)
2	IT Service Support Processes • Security Management • Incident Management • Problem Management • Configuration Management • Release Management • Change Management
3	IT Service Delivery Processes • Service Level Management • Availability Management • Capacity Management • IT Financial Management • IT Service Continuity
4	Overall management
5	Tools used
6	Success metrics

	Supporting Documentation
1	Document depicting the physical layout of major applications
2	Provide a schematic configuration overview of all servers if available
3	*Data Center Floor Plans*
4	Provide number of resources supporting the application environment (Server, Storage, Backup, Network, Security, Operations, App Maintenance)

K Pricing

Pricing included in separate sealed envelope.