



ALASKA RAILROAD CORPORATION
327 W. Ship Creek Ave.
Anchorage, AK 99501
Phone 907-265-2355
Fax 907-265-2439
BATEST@AKRR.COM

November 8, 2018

REQUEST FOR PROPOSAL 18-13-206910

JD Edwards Enterprise One 9.2 Application & Tools Upgrade

Response Requested,

This form must be completed and returned to ensure receipt of future addenda or additional information. Fax this form to (907) 265-2439 or email to: BatesT@akrr.com. All addenda will be forwarded to the contact name and number listed below.

Firms that have not returned this cover sheet will not be informed of addendums and will only be alerted to addendums by checking with the ARRC procurement officer or by checking ARRC's internet site: www.alaskarailroad.com, select Suppliers and then Solicitations. Bidders must acknowledge the receipt of all issued addendums in their proposal/bid submittal.

Company _____

Address _____

Contact _____

Phone _____

Fax _____

Email _____

Website: www.alaskarailroad.com



Alaska Railroad Corporation
327 W. Ship Creek Avenue, Anchorage, AK 99501
P.O. Box 107500, Anchorage, AK 99510-7500
Telephone 907.265.2355 Facsimile 907.265.2439

November 8, 2018

REQUEST FOR PROPOSALS

18-13-206910

The Alaska Railroad Corporation (ARRC) is soliciting proposals from interested concerns for the following:

JD Edwards Enterprise One 9.2 Application & Tools Upgrade

Sealed offers in **original and four (4) copies** will be received until **3:00 pm local time, December 4, 2018**. The envelope used for the submittal of your offer shall be plainly marked with the following information:

1. Offeror's name.
2. Offer number 18-13-206910
3. Date and time scheduled for the receipt of offers.
4. Sealed Offer: JD Edwards Enterprise One Tools Upgrade

The ARRC may award a contract resulting from this solicitation to the responsible offeror whose offer conforming to this solicitation will be most advantageous to the ARRC.

ARRC may reject any or all offers if such action is in the best interest of ARRC, and waives informalities and minor irregularities in offers received. ARRC may award a contract on the basis of initial offers without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. Any contract resulting from this solicitation shall incorporate the Standard Terms and Conditions contained in this solicitation package.

This Request for Proposal is not to be construed as a commitment of any kind nor does it commit the ARRC to pay for any cost incurred in the submission of an offer or for any other cost incurred prior to the execution of a formal contract.

Please direct all responses and/or questions concerning this Request for Proposals to Tim Bates, Alaska Railroad Corporation, Supply Management, 327 Ship Creek Avenue, Anchorage, AK 99501, telephone number (907) 265-2355, fax number (907) 265-2439.

SOLICITATION INDEX

- SECTION A STATEMENT OF WORK
 - SECTION B PROPOSAL INFORMATION, CONDITIONS & INSTRUCTIONS
 - SECTION C PROPOSAL FORMAT AND CONTENT
 - SECTION D SELECTION PROCESS AND EVALUATION CRITERIA
 - SECTION E COST SCHEDULE
 - SECTION F BIDDERS QUESTIONNAIRE & SERVICE BID FORM
 - SECTION G GENERAL TERMS & CONDITIONS (PROFESSIONAL SERVICES CONTRACTS)
- APPENDIX 1 – 2013 Code Analysis (8 pages)

SECTION A

STATEMENT OF WORK

Overview

Purpose

The Alaska Railroad Corporation (“ARRC”) seeks to upgrade its current J.D. Edwards (“JDE”) system from version 9.1 to the most current release of 9.2. This includes both Applications (currently 9.1) and Tools (currently 9.1.4).

ARRC has determined this will be a “like-to-like” or “technical” upgrade only: there is no desire to implement new or currently unused features (an “enhanced upgrade”) or re-build the system (a “full reimplementation”).

The JDE implementation will be on-premises only – moving to a cloud implementation is not an option.

Alaska Railroad Corporation

The Alaska Railroad Corporation is a full-service railroad providing passenger and freight services within Alaska. ARRC operates and maintains over 700 miles of track, serving communities from the ports of Seward and Whittier in South Central Alaska, north to Fairbanks in the Interior.

The State of Alaska purchased the Alaska Railroad from the Federal Government in 1985. ARRC is a public corporation formed pursuant to AS 42.40 and is an instrumentality of the State within the Department of Commerce, Community and Economic Development, but operates similar to a private business or governmental enterprise activity. ARRC follows a combination of Financial Accounting Standards Board (FASB) and Governmental Accounting Standards Board (GASB) rules in its financial reporting. ARRC’s financial reports and statements reflect activities which result in reporting net income and retained earnings balances. ARRC receives no operating funds from the State, nor are its employees State employees. ARRC generates revenue through freight train service from Seward to Fairbanks-North Pole, real estate holdings, and year-round passenger service. Significant infrastructure and equipment investments are funded with grants from various Federal agencies. The Railroad is governed by a seven-member Board of Directors appointed by the Governor of Alaska.

You can learn more about the Alaska Railroad Corporation by visiting alaskarailroad.com.

The Alaska Railroad implemented JD Edwards in 2013.

Current Implementation

Security

ARRC’s security is “lights-out” – all access is blocked unless granted by a role. The menus, E1 Pages, and roles are identically named and synchronized. Management of security is with the AllOut Security product.

SSL is implemented in the web servers with ARRC’s certificates.

All instances have single sign-on in use via the Everest’s product, ESI.

Current Servers and Environment

Role	System	Name	Environment(s)
Production Server	IBMi Power7 on v7.3	dbJDEP	PD, Prior, Pristine
Test/Dev Server	IBMi Power7 on v7.3	dbJDED	DV, PY
Sandbox server	IBMi Power7 on v7.3	dbJDET	Sandbox (see notes)
Deployment Server	Microsoft Server 2008R2	ErpDeploy	DV, PY, PD, PS
OneView Server	Microsoft Server 2008R2	ErpOneView	PD
RF-Smart Server	Microsoft Server 2012	RFSmart	PD
RF-Smart Test	Microsoft Server 2012	RFSmart-test	PY
HTML Server 1	Microsoft Server 2008R2	JdeWebPrd	PD
HTML Server 2	Microsoft Server 2008R2	JdeWebPrd2	PD
HTML Server 3	Microsoft Server 2008R2	JdeWebPrd3	PD
Test/Dev HTML Server	Microsoft Server 2008R2	JdeWebTest	DV, PY
Sandbox Server	Microsoft Server 2008R2	JdeWebSand	Sandbox (see note)
Sandbox Deployment Server	Microsoft Server 2008R2	ErpDepSand	Sandbox (see note)
Global Spreadsheet Configurator	Windows 7	GS-Configurator	PD
Test Global Spreadsheet Configurator	Windows 7	GS-Tester	PY
Full Clients	Windows 7	Six clients	DV, PY, PD
Sandbox Full Clients	Windows 7	Two clients	Sandbox (see note)

Notes

- Sandbox environment

For re-implementing security and special testing, ARRC set up a completely isolated instance of JDE that shares no resources with the other environments. The system is a complete clone of PD.

- Microsoft servers & desktops

All servers and desktops listed above are VMs hosted in ARRC's VM environment. User desktops are primarily Windows 10 and 7, using IE, Chrome, and Firefox browsers.

- IBMi

ARRC is in the process of moving from V71 to V73. This conversion will be complete before the JDE upgrade starts. Production/prior/pristine is at 34% of disk space on the production server, 42% on test/dev server, and 65% on the "sandbox" server.

JDE modules Installed

Product Description	Quantity
JD Edwards EnterpriseOne System Foundation - Application User Perpetual	34
Oracle Technology Foundation for JD Edwards EnterpriseOne - Application User Perpetual	786
JD Edwards EnterpriseOne One View Reporting Foundation - Application User Perpetual	5
JD Edwards EnterpriseOne Financial Management and Compliance Console - Application User Perpetual	25
JD Edwards EnterpriseOne Financials (included in Suite)	40
JD Edwards EnterpriseOne Expense Management - Expense Reports Perpetual	1,800
JD Edwards EnterpriseOne Resource Assignments (included in Suite)	40
JD Edwards EnterpriseOne Real Estate Management (included in Suite)	40
JD Edwards EnterpriseOne Project Costing (included in Suite)	40
JD Edwards EnterpriseOne Contract and Service Billing (included in Suite)	40
JD Edwards EnterpriseOne Advanced Contract Billing (included in Suite)	40
JD Edwards EnterpriseOne System Foundation (included in Suite)	40
JD Edwards EnterpriseOne Procurement and Subcontract Management (included in Suite)	40
JD Edwards EnterpriseOne Operational Sourcing (included in Suite)	40
JD Edwards EnterpriseOne Supplier Self Service (included in Suite)	40
JD Edwards EnterpriseOne Requisition Self Service (included in Suite)	40
JD Edwards EnterpriseOne Plant Manager Dashboard - Application User Perpetual	10
JD Edwards EnterpriseOne Capital Asset Management (included in Suite)	40
JD Edwards EnterpriseOne Condition-Based Maintenance (included in Suite)	40
JD Edwards EnterpriseOne Equipment Cost Analysis (included in Suite)	40
JD Edwards EnterpriseOne Inventory Management (included in Suite)	40
JD Edwards EnterpriseOne Sales Order Management - Application User Perpetual	5
JD Edwards EnterpriseOne Service Management Foundation (included in Suite)	40
JD Edwards EnterpriseOne Human Resources - Enterprise Employee Perpetual	786
JD Edwards EnterpriseOne Payroll - Enterprise Employee Perpetual	786
JD Edwards EnterpriseOne Self-Service Human Resources - Enterprise Employee Perpetual	786
JD Edwards EnterpriseOne Time and Labor - Enterprise Employee Perpetual	786
JD Edwards EnterpriseOne eRecruit - Enterprise Employee Perpetual	786
Oracle User Productivity Kit Standard - UPK Developer Perpetual	2
Oracle User Productivity Kit - UPK Employee Perpetual	786

- Real Estate Management, UPK, and eRecruit are not in use.

Approximately 679 employees have access to JDE, the bulk of them using only requisitions and employee self service functions like time-entry.

Storage Notes

The following is provided to assist with estimation:

- Select Table Sizes

Top five file sizes:

F0719	22.8M records	DBA history
F0724	7.7M records	Burden distribution
F0911	6.4M records	Transaction files
F48S912	3.5M records	Service Billing
F0902	2.3M records	Foundation Environment

- Media Objects

There 13,629 media objects totaling approximately 28 megabytes stored on the IBMi server in /MediaObj/HTMLUpload.

- F00165

gtMoType	Count
0	393,681
1	28
2	9
3	1,511
5 OLE	29,577

Code Base

ARRC did an internal audit in April, 2018, to profile the code base in use (the original installer provided no documentation). ARRC currently has custom objects, customizations installed in standard objects, external (non-OMW) custom code that access JDE tables for data, and other licensed software that works with JDE.

The audit results should not be considered absolute identification of all code. It is only an estimate and illustrative. The successful bidder should assume that they must conduct their own investigation to identify code and changes required.

Appendix 1 of this document is an analysis done in 2013 of the custom & customized code base.

ARRC JDE code

The production system contains approximately 704 custom objects broken down as:

Type	Count
APPL	97
BSFN	12
BSVW	84
DSTR	204
GT	1
TBLE	54
UBE	252
Grand Total	704

(This should be considered an illustration of complexity, not an absolute statement of work)

Modified System Code

As of April, 2018, the production system contains approximately 175 modified system objects, broken down as:

System	APPL	BSFN	BSVW	DSTR	TBLE	UBE	Grand Total
01	7				1		8
04	3			1		6	10
05					1		1
07	1		1	3	1	8	14
08	1			14		8	23
09	2			1		1	4
12	3			2	1	2	8
13	3					2	5
15	5						5
17	2		1				3
18		1					1
31	1				1		2
41	3						3
42			3	1		5	9
43	1					4	5
47						1	1
49	1						1
51	3					1	4
52	1						1
03B						3	3
05A	5			1	2	3	11
05T	2				3	2	7
05U						2	2
07Y	1			3		19	23
08B	3		1	1	1	2	8
08P	1						1
09E	3			1		3	7
13E	2					2	4
17C	2						2
42B	4			2			6
43E	2	2		2			6
48S	1	1				2	4
H90	3						3
Grand Total	66	4	6	32	11	76	195

(This should be considered an illustration of complexity, not an absolute statement of work)

ARRC Non-JDE code

ARRC has approximately 325 programs that interface with JDE data but are external to the system. These applications are written in RPGLE, CLLE, and SQL. They will be upgraded as needed by ARRC staff and will not be in the scope for services under this solicitation.

Other Software

Software	Version Installed
Vertex (application & data)	4.22
Allout Security	3.2
RF-Smart	4.0
Everest Software International (ESI JDE SSO)	9.0
IBM WebSphere	7.0.0.29
Insights Spreadsheet Server (formerly "Global Spreadsheet Server")	14.7.3

Other Notes

- ARRC does not currently use localizations – only a single language is used. All employees fall within the States of Alaska and Washington.
- Due to business/regulatory requirements, ARRC does not archive data and does not plan to.

ARRC Staff

Scheduling Limitations

ARRC has limited resources and is not planning to add additional staff to assist with testing. Staff support needed for the upgrade must be scheduled by mutual agreement between ARRC and the successful bidder.

It should be assumed that the Accounting and Finance areas will only be able to dedicate a maximum of 25% of their employee's time to working on the upgrade.

Furthermore, due to business requirements, during the period from November 1st to February 28th the accounting department will be unable to provide even that level of staff to the project. It should be assumed that their availability will be minimal during that time.

Planned Staff Resources

The ARRC upgrade project team will consist of the following Subject Matter Experts:

- 1 Project Manager with background of Application Support
- 1 Application Support with CNC
- 1 Payroll and Accounts Payable
- 1 Finance/Financial Reporting
- 1 Fixed Assets
- 1 Purchasing
- 1 Accounts Receivable
- 1 Job Cost/Reimbursable & Grant Invoicing
- 1 Budget Analyst
- 1 HR Analyst
- 1 Work Order/Maintenance Analyst
- Other staff as needed

Technology Department

- Provide access to systems as needed via VPN connections
- Provide CNC, system administration, and support where possible with details of the system configuration, codebase, and network.

Functional Departments

- Co-operatively develop and carry out testing plans with the successful bidder's team
- Provide access to SMEs, sample reports, screens, and procedure manuals
- Co-ordinate with the successful bidder to ensure the agreed up time-line is met.

Scope of Work

The work involves two main components, the technical configuration and implementation and the functional configuration, testing, implementation and training.

1. Upgrade all environments (5) to the most current Tools and Applications (9.2), including current patches and ESUs.
2. Upgrade all web servers to current WebSphere on Microsoft Server 2012
3. Implement AIS on an ARRC-provided server (provisioned to the bidder's specifications)
4. Upgrade additional servers (e.g., BI Publisher, etc.) as needed to ensure a smoothly functional system.
5. Coordinate and install upgrades with ARRC's current partners (e.g., RF-Smart, Everest Software ESI, AllOut Security) as needed to ensure a smoothly functional system.
6. Ensure all customized objects are properly implemented and tested on 9.2.
7. Provide technical support during the project and go-live.
8. Create training materials and provide training on the new features of 9.2 and the differences between 9.1 and 9.2.
9. Develop training materials and deliver training to SME's about new functionality.
10. Develop training materials and deliver web based training on the development and customization of forms and web pages in the new UI.
11. Assist with test development strategies. Assist with system testing. Provide a list of test scripts required for the project.
12. Provide documentation of the system. Provide documentation of all the custom and customized objects including: name, description of the function or customizations, co-requisite and pre-requisite objects.

ARRC is required to only consider a single combined upgrade at this time. Please reference the travel assumptions in Section C and note any significant deviations from those assumptions.

SECTION B

PROPOSAL INFORMATION, CONDITIONS & INSTRUCTIONS

1. Pre-Submission Proposal Inquires

Proposers shall promptly notify ARRC of any ambiguity, inconsistency, conflict, or error which they may discover upon examination of the solicitation documents. Verbal inquiries regarding this RFP are not permitted. All inquiries must be made in writing and received at ARRC's offices prior to November 26, 2018 and the written inquiries must be submitted as follows:

Tim Bates
Supply Management
Alaska Railroad Corporation
327 W. Ship Creek Avenue, 2nd Floor
Anchorage, AK 99501
Email: batest@akrr.com

ARRC will respond to all or part of the written inquiries received through the issuance of a written Addendum to the RFP, if in the opinion of ARRC, such information is deemed necessary to submit proposals or if the lack of it would be prejudicial to other prospective proposers. Oral and all other non-written responses, interpretations and clarifications shall not be legally effective or binding. Any Proposer who attempts to use or uses any means or method other than those set forth above to communicate with ARRC or any director, officer, employee or agent thereof, regarding this RFP shall be subject to disqualification.

2. Proposal Submission Deadline

Sealed proposals must be received by ARRC no later than 3:00 p.m., local time, on December 4, 2018 at:

Alaska Railroad Corporation
Purchasing Department
327 W. Ship Creek Avenue, 2nd Floor
Anchorage, AK 99501

One (1) original and three (3) copies of each proposal must be submitted. The sealed envelope or package used in submitting a proposal shall be clearly marked with the following information:

1. Proposer's Name
2. RFP Number 18-13-26910
3. Date and Time Scheduled for Receipt of Proposals: December 4th, 2018; 3:00 p.m.
4. Sealed Proposal: JDE Tools Upgrade

Proposals received after the time and date set forth above shall be rejected. All proposals submitted in response to this solicitation must be signed by an individual with the legal authority to submit the offer on behalf of the company.

3. Proposal Open and Subject to Acceptance

All proposals shall remain open and subject to acceptance by ARRC for ninety (90) days after the deadline for proposal submission.

4. Proposal Opening

Proposals will be opened privately at ARRC's convenience on or after the proposal due date.

5. Reserved Rights

In addition to other rights in this RFP, ARRC reserves, holds and may exercise at its sole discretion, the following rights and options:

- (a) To supplement, amend, or otherwise modify or cancel this RFP with or without substitution of another RFP.
- (b) To issue additional or subsequent solicitations for proposals.
- (c) To conduct investigations of the Proposers and their proposals.
- (d) To clarify the information provided pursuant to this RFP.
- (e) To request additional evidence or documentation to support the information included in any proposal.
- (f) To reject any and all proposals, or parts thereof, and/or to waive any informality or informalities in any of the proposals or the proposal process for the RFP, if such rejection or waiver is deemed in the best interest of ARRC.
- (g) To award a contract or contracts resulting from this solicitation to the responsible Proposer whose proposal conforming to this solicitation will be most advantageous to ARRC.
- (h) To negotiate any rate/fee offered by a Proposer. ARRC shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Proposer does not accept ARRC's final offer, ARRC may, in its sole discretion, reject the proposal and start negotiations with the next highest ranked Proposer.
- (i) If an award is made and, prior to entering into a contract, subsequent information indicates that such award was not in the best interest of ARRC, ARRC may rescind the award without prior notice to proposers and either award to another proposer or reject all proposals or cancel the RFP.
- (k) To terminate the contractor at any point in the evaluation process or after award if the approved personnel become unavailable, are switched off project by the firm, or the qualifications are generally found to be inadequate. All personnel reassignments to and from the project will be approved by ARRC.

6. Proposal Costs

Each Proposer shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its proposal, and ARRC shall have no responsibility or liability whatsoever for any such costs and expenses. Neither ARRC nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of proposals. By submitting a proposal, Proposer expressly waives (i) any claim(s) for such costs and expenses, and (ii) any other related claims or damages.

7. Taxes

Pursuant to AS 42.40.910, ARRC is exempt from all forms of state or local sales, property and other taxes. Accordingly, any Proposer who submits a proposal shall not include any such tax in any of its proposal prices or in any calculation thereof.

8. Proposal Format

Interested firms shall submit one (1) original proposal and three (3) copies, containing a statement of qualifications and a concise narrative that fully addresses each evaluation criteria. Proposals shall have a maximum of thirty (30) pages, exclusive of resumes and exhibits. A signed cover letter of a maximum two (2) pages should introduce the proposed firm, summarize the main qualifications of the firm, and include any other information the Contractor deems will emphasize the Contractor's ability to successfully perform the services required and demonstrate why selection of Contractor would be advantageous to ARRC. A limited number of larger (11x17) sheets are acceptable for graphics or charts. The page limit excludes cover sheets, cover letter, table of contents, forms required by ARRC, resumes or other attachments required herein.

Important Instructions: To be considered responsive, Proposers must submit the following

- a: Bidders Questionnaire in Section F. Note all addenda in your firm's proposal**
- b: Section E - Cost schedule; Pricing shall be submitted in a separate envelope labeled "Pricing"**

9. Capacity to Perform

Any Proposer considered for award as a result of this solicitation may be required to make assurance to the Contract Administrator concerning the Proposer's capacity and capability to perform. Previous contracts of a like nature, financial solvency, and other information may be requested of the considered Proposer. Failure to provide assurances requested in a timely manner may be cause for rejection of the Proposal.

10. Costs

Other direct costs (ODC) on contracts incurred shall be billed at cost. If travel is required, ARRC will be billed per diem for meals and incidentals using the current Department of Defense rate. Airfare will be billed at cost with coach airfare only, no first class or business class. Lodging must be reasonable. ARRC will not pay for alcohol, valet parking, or expenses it considers to be exorbitant

11. Purchase Obligation

ARRC and responding firms expressly acknowledge and agree that ARRC has made no express or implied promises to expend any dollar amounts with respect to the services addressed by this RFP. By submitting a proposal in response to this RFP, each firm acknowledges and agrees that the provisions of this RFP, and/or any communication, statement, act or omission by representatives of ARRC (including consultants) in the selection process, shall not vest any right, privilege, or right of action in any Proposer.

12. Exceptions to Terms, Conditions and Specifications

Any contract resulting from this solicitation shall incorporate the General Terms and Conditions contained in this solicitation package. Each Proposer shall indicate all exceptions to terms, conditions, and specifications of this solicitation individually in its proposal. Exceptions received or placed after the proposal submission date will be considered as counter offers and as such will render the entire proposal non-responsive.

13. Public Information

All submitted proposals will be considered confidential until notice of intent to award is issued. After notice of intent to award is issued, all proposals will become public information.

14. Qualifications of Proposers

Proposers will be evaluated by ARRC based upon their experience in performing the services requested, financial stability, appropriate personnel, responsiveness, technical knowledge and general organization. ARRC reserves the right to take any actions it deems necessary to determine if Proposers have the ability to perform the services outlined in the Scope of Work in a satisfactory manner. Such actions will include an evaluation of the Proposer's qualifications and references prior to Contract Award. Proposers may be disqualified, and their Proposals rejected, for any reason deemed appropriate by ARRC including, but not limited to, the following:

- (a) Evidence of collusion between a Proposer and any other Proposer(s).
- (b) An unsatisfactory performance record on prior projects for ARRC, or any other organization.
- (c) The appearance of financial instability (in the opinion of ARRC) and/or evidence that Proposer may not be financially able to complete the work required by the Scope of Work in a satisfactory manner.
- (d) If Proposer has failed to complete one or more public contracts in the past.
- (e) If Proposer has been convicted of a crime arising from previous public contracts.
- (f) If Proposer is not authorized to perform work in the State of Alaska.

15. References

Provide a representative list of clients including addresses, contact names and phone numbers. In case of a business entity client, provide the name of an individual familiar with the nature of your services to the entity.

16. Clients

How many clients have begun using your firms' services in the past three years? How many clients have stopped using your firm's services in the past three years? Why?

17. Conflict of Interest

Disclose any information that may pose an actual conflict of interest in providing these services or give the appearance of a conflict of interest.

Please provide any other relevant information that may assist ARRC in the selection process.

18. Contract Period

The ARRC anticipates awarding a contract for a one (1) year period with the possibility of three (3) one-year extension subject to acceptance by both parties.

SECTION C

SELECTION PROCESS AND EVALUATION CRITERIA

The selection of a firm to perform the requested services will be made by an ARRC appointed committee which will evaluate the proposals in accordance with the evaluation criteria specified herein and establish a ranking. Proposals will be evaluated on the basis of advantages and disadvantages to ARRC using the criteria described in this Section.

ARRC reserves the right to select the top ranked firm based solely on the scoring of the written proposals and to enter directly into negotiations with said firm. However, at its sole discretion, ARRC may require the highest ranked firms to make an oral presentation to the evaluation committee. In this event, oral presentations will be scheduled at ARRC's Board Room located at 327 West Ship Creek Avenue, Anchorage, Alaska. The selected firms will have an opportunity to summarize the information provided in their written proposals, expand on their capabilities, experience and proposed approach and work plan and answer questions from the selection committee. It is important that the primary individuals servicing the contract are present for this presentation. Scores obtained in the initial phase will not carry over to the presentation phase. Upon completion of the oral presentations, the evaluation committee will review the material presented and determine a ranking order for the firms interviewed.

EVALUATION CRITERIA

DESCRIPTION	WEIGHT
1. <u>Experience & Qualifications of the Firm:</u>	25 Points
a) Introduce your firm to us describing your history, your ownership structure, including parent, affiliated or subsidiary company, and business partners.	
b) Describe your firm's experience with J.D. Edwards software. Describe your firm's experience performing upgrades from 9.1 to 9.2, including the number of upgrades, complexity of the upgrade, including JDE modules and interfaces, etc.	
c) Describe your firm's experience with IBM WebSphere on Microsoft servers.	
d) Describe your firm's experience with IBMi/iSeries/AS400 systems	
e) Disclose any information that may pose an actual conflict of interest in providing these services or give the appearance of a conflict of interest.	
f) Please provide any other relevant information that may assist ARRC in the selection process.	
2. <u>Project & Management Plan, Project Methodology:</u>	25 Points
a) Provide your general project methodology on how the services will be performed including but not limited to: involvement, communication between the parties, and the methodology used to perform the required scope of services.	
b) Describe the proposed management structure, program monitoring procedures and the organization and size of the engagement team.	

- c) Describe the proposed team's background, along with resumes summarizing their experience in performing upgrades with similar organizations.

3. Training Plan & Materials: **25 Points**

- a) Describe the training and training materials that will be provided to assist the project team understand the functionality of 9.2.
- b) Describe the training and training materials provided to assist the ARRC team train end users. Indicate whether training is onsite, web based, etc. as well as whether instruction will be provided by a trainer or as self-instruction.

4. ARRC Resource Requirements: **25 Points**

- a) Provide a proposed schedule and timeline with estimates of ARRC staff commitments.

5. Pricing: **20 Points**

- a) Please provide a Firm Fixed Fee for this proposed scope of work. This Fee shall be exclusive of travel, lodging and per diem costs which will be reimbursed at cost by ARRC per Section B, #10. ARRC shall assume one (1) trip to Alaska for up to three (3) contractor personnel for up to ten (10) days on-site. Proposers shall note any significant planned variations to that travel schedule. Submit this information in a separate sealed envelope labeled "Pricing" with your proposal.
- b) The cost/fee matrix must be submitted in a separate envelope labeled "Pricing".

Note: For evaluation purposes, the proposed price of a Proposer who qualifies as an Alaska bidder under ARRC Procurement Rule 1200.9 shall be reduced by 5%. Proposers seeking an Alaska Bidders Preference must submit information with their proposals documenting that they meet each requirement stated in ARRC Revised Procurement Rule 1200.9(b).

Total Possible Score **120 Points**

CONTRACT AWARD

Once the committee has established a ranking, ARRC will begin negotiations with the highest ranked firm. If an agreement cannot be reached on contract terms, negotiations will be terminated, and negotiations will be conducted with the next highest ranked firm, until an agreement is reached, or until ARRC exercises its right to cancel the solicitation.

SECTION E
COST SCHEDULE

Contractor hereby offers to perform the specified work as detailed in Section A for the following prices:

Offer Acceptance Period: For the purpose of award, offers made in accordance with this RFP shall be good and firm for a period of sixty (60) days from the date of proposal opening.

Cost Schedule shall be submitted in a separate envelope clearly labeled as Pricing.

<u>Pay Item #</u>	<u>Pay Item Description</u>	<u>Line Item Cost</u>
1.	J.D. Edwards Tools 9.2 & Applications 9.2 Combined upgrade	\$ _____/Lump Sum

Note: Pricing shall be evaluated as follows: The firm with the lowest project total will be awarded the full point potential for this criterion with other firms receiving a proportionate score.

If the contractor offers different rates for services performed by resources of differing levels of expertise in one or more of the requested areas, please attach a rate sheet that details the different levels of experience offered and the hourly rate of each resource.

SECTION F

BIDDER'S QUESTIONNAIRE

Note: Failure to provide the information requested in this questionnaire may be cause for rejection of your bid or offer on the grounds of nonresponsiveness and/or nonresponsibility.

Solicitation Number: _____

Name of Your Business: _____

Street Address: _____

Mailing Address if Different: _____

City: _____ State: _____ Mailing Zip: _____

Telephone: _____ Fax: _____ E-Mail: _____

Date Firm Established: _____

How many years has the business been under the above name? _____

Previous business name(s) if any: _____

Federal Tax ID Number: _____

Business License Number: _____

Contractor License Number (For Construction): _____

Bid Acceptance Period _____ Days. (Bids providing less than thirty-day (30) calendar days for acceptance may be considered nonresponsive and may be rejected.)

Discount for prompt pay _____ % _____ days.

Veteran Owned Business _____ Disabled _____

The bidder shall list any variations from or exceptions to the Terms, Conditions or Specifications of the Solicitation:

List the three most recent contracts performed by your company where the commodity or service requested in this solicitation was the primary commodity or service supplied. Include the client's name, contract amount, contract date, person to contact regarding performance, their telephone, facsimile number and e-mail.

Clients name, Contact person, Contact info. Description of Work and Contract Amount (telephone, fax, and email)

<u>List any other business related experience:</u>	

Are you acting as a broker or the primary supplier in this transaction?

- Broker
- Primary Supplier

Business Information (Please check all that apply):

- The business is Individual
- The business is a Partnership
- The business is a Non-Profit
- The business is a Joint-Venture
- The business is a Corporation incorporated under the laws of the State of _____
- The business is full-time
- The business is part-time
- The business is not a certified Disadvantaged Business (DBE)
- Business is a certified DBE
- DBE was certified by State DOTPF
- DBE was certified by the Municipality of Anchorage
- Business is an 8(a)/WBE/MBE and is certified by SBA
- Business was certified by _____
- DBE Certification # is _____

Firms Annual Gross Receipts:

- <\$500,000
- \$500,000 - \$999,999
- \$1,000,000 - \$4,999,999
- \$5,000,000 - \$9,999,999
- \$10,000,000 - \$16,999,999
- >\$17,000,000

Completed by: _____ Title: _____

Signature: _____ Date: _____

Page 2 of 2,

SECTION G

GENERAL TERMS AND CONDITIONS (Professional Service Contracts) (Revised 3/4/08)

The following terms and conditions supersede the terms and conditions on the reverse side of ARRC's purchase order to the extent that they are inconsistent therewith and shall be deemed to have the same force and effect as though expressly stated in any such purchase order into which this document is incorporated.

1. Definitions.

"ARRC" shall mean the Alaska Railroad Corporation.

"Contractor" shall mean the person or entity entering into the contract to perform the work or services specified therein for ARRC.

"Contract" shall mean these General Terms and Conditions, the contract form to which they are annexed, and all other terms, conditions, schedules, appendices or other documents attached to the contract form or incorporated by reference therein.

"Services" shall mean any work, direction of work, technical information, technical consulting or other services, including but not limited to design services, analytical services, consulting services, construction management services, engineering services, quality assurance and other specialized services furnished by Contractor to ARRC under the contract.

2. Inspection and Reports. ARRC may inspect all of the Contractor's facilities and activities under this contract in accordance with the provisions of ARRC Procurement Rule 1600.9. The Contractor shall make progress and other reports in the manner and at the times ARRC reasonably requires.

3. Claims. Any claim by Contractor for additional compensation or equitable adjustment arising under this contract which is not disposed of by mutual agreement must be made by Contractor in accordance with the time limits and procedures specified in sections 1800.12 et seq. of ARRC's Procurement Rules, which by this reference are hereby incorporated herein.

4. Nondiscrimination.

4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental handicap, sex, marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the positions do not require distinction on the basis of age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. To the extent required by law, the Contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, physical or mental handicap, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The Contractor shall cooperate fully with ARRC efforts which seek to deal with the problem of unlawful discrimination, and with all other ARRC efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

4.3 Full cooperation in Paragraph 4.2 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.4 Failure to perform under this section constitutes a material breach of the contract.

5. Cancellation/Termination.

5.1 ARRC may, for its sole convenience, cancel this contract in whole or in part, at any time by giving written notice of its intention to do so. In the event of such cancellation, Contractor shall be entitled to receive payment in accordance with the payment provisions of this contract for services rendered or charges incurred prior to the effective date of termination. Contractor shall not be paid for any work done after receipt of a notice of cancellation or for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. In no event shall ARRC be liable for unabsorbed overhead or anticipatory profit on unperformed services.

5.2 In addition to ARRC's right to cancel this contract for its convenience, ARRC may, by written notice of default to Contractor, terminate the contract in whole or in part in the following circumstances:

(1) The Contractor refuses or fails to perform its obligations under the contract, or fails to make progress so as to significantly endanger timely completion or performance of the contract in accordance with its terms, and Contractor does not cure such default within a period of ten (10) days after receipt of written notice of default from ARRC or within such additional cure period as ARRC may authorize; or

(2) Reasonable grounds for insecurity arise with respect to Contractor's expected performance and Contractor fails to furnish adequate assurance of due performance (including assurance of performance in accordance with the time requirements of the contract) within ten (10) days after receipt of a written request by ARRC for adequate assurance; or

(3) Contractor becomes insolvent or makes an assignment for the benefit of creditors or commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings.

5.3 Upon receipt of a notice of cancellation or termination, Contractor shall immediately discontinue all service and it shall immediately cause any of its suppliers or subcontractors to cease such work unless the notice directs otherwise and deliver immediately to ARRC all reports, plans, drawings, specifications, data, summaries or other material and information, whether completed or in process, accumulated by Contractor in performance of the contract. In the event of termination for default, Contractor shall not be entitled to receive any further payment until the work is finished. If the

unpaid balance of the amount to be paid on this contract exceeds the expense of finishing the work, compensation for additional managerial and administrative services and such other costs and damages as ARRC may suffer as a result of Contractor's default, such excess shall be paid to Contractor. If such expense, compensation, costs and damages shall exceed such unpaid balance, Contractor shall be liable for and shall pay the differences to ARRC. The rights and remedies of ARRC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

6. No Assignment or Delegation. The Contractor may not assign, subcontract or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the prior written consent of ARRC. The hiring or use of outside services, subcontractors or consultants in connection with the work shall not be permitted without the prior written approval of ARRC. No such approval shall relieve Contractor from any of its obligations or liabilities under this contract.

7. Independent Contractor. The Contractor's relationship to ARRC in performing this contract is that of an independent contractor and nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture or other business group or concerted action. The personnel performing services under this contract shall at all times be under Contractor's exclusive direction and control and shall be employees of the Contractor, and not of ARRC.

8. Payment of Taxes. As a condition of performance of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by ARRC under this contract.

9. Ownership of Work Product. Except for items that have preexisting copyrights, all exhibits, drawings, plans, specifications, notes, reports, data, recommendations, artwork, memoranda and any other information prepared or furnished by Contractor to ARRC in the performance of this contract (collectively "Work Product") shall become the property of ARRC and may be used by ARRC for any other purpose without additional compensation to the Contractor. Contractor hereby grants ARRC an irrevocable, perpetual, royalty-free, fully assignable license (with full sublicense rights) to use all proprietary and confidential information and other intellectual property that may be incorporated into any of Contractor's Work Product for ARRC. Should ARRC elect to reuse said Work Product, ARRC shall indemnify, hold harmless and defend Contractor and its subcontractors against any damages or liabilities arising from said reuse. When Work Product produced by the Contractor and its Subcontractors under this Contract are reused by ARRC, the Contractor's and Subcontractor's signatures, professional seals, and dates shall be removed. If such Work Product requires professional signature and seal, it will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for the new project for which such Work Product is being reused.

Contractor hereby represents and warrants to and for the benefit of ARRC and its successors and assigns that no part of its work product for ARRC will infringe any patent rights or copyrights or utilize any proprietary, confidential or trade secret information or other intellectual property for which Contractor does not have the unqualified right to grant ARRC the license and sublicensing rights referred to above. Contractor shall defend, indemnify and hold harmless ARRC, its successors and assigns, and their respective representatives, agents and employees from and against, any and all claims, defenses, obligations and liabilities which they may have or acquire under or with respect to any patent, copyright, trade secret, proprietary or confidential information, or any other form of intellectual property that may be asserted by Contractor or any other person which arises out of, results from or is based upon the manufacture, use or sale by ARRC or any of its successors or assigns of any of Contractor's work product for ARRC. ARRC shall have the right to select its legal counsel and control its defense in any litigation resulting from any such claim.

10. Governing Law. This contract, and all questions concerning the capacity of the parties, execution, validity (or invalidity) and performance of this contract, shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Alaska.

11. Alaska Executive Branch Ethics Act Requirements. No officer or employee of the State of Alaska or of the ARRC and no director of the ARRC or legislator of the state shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could be a violation of Alaska Statute 39.52 et seq. Contractor shall not make or receive any payments, gifts, favors, entertainment, trips, secret commissions, or hidden gratuities for the purpose of securing preferential treatment or action from or to any party. This obligation will apply to the activities of Contractor's employees and agents in their relations with ARRC employees, their families, vendors, subcontractors, and third parties arising from this contract and in accomplishing work hereunder. Certain gratuities may be given or accepted if:

- (1) there is no violation of any law or generally accepted ethical standards;
- (2) the gratuity is given as a courtesy for a courtesy received and does not result in any preferential treatment or action;
- (3) the gratuity is of limited value (less than \$150) and could not be construed as a bribe, payoff or deal; and
- (4) public disclosure would not embarrass ARRC.

ARRC may cancel this contract without penalty or obligation in the event Contractor or its employees violate the provisions of this section.

12. Non-Disclosure of Confidential Information. Contractor acknowledges and agrees that for and during the entire term of this contract, any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Contractor pursuant to the performance of this contract shall be considered and kept as the private, confidential and privileged records of ARRC and will not be divulged to any person, firm, corporation, regulatory agency or any other entity except upon the prior written consent of ARRC. Furthermore, upon termination of this contract, Contractor agrees that it will continue to treat as private, privileged and confidential any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Contractor during the term of the contract and will not release any such information to any person, firm, corporation, regulatory agency or any other entity, either by statement, deposition or as a witness except upon the express written authority of ARRC. ARRC shall be entitled to an injunction by any competent court to enjoin and restrain the unauthorized disclosure of such information.

Contractor's agreement of non-disclosure as specified in this section applies except to the extent required for (1) performance of services under this contract; (2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare (so long as Contractor has given ARRC prior notice of the potential hazard and ARRC has had a reasonable opportunity to correct the hazard prior to disclosure); (3) compliance with a court order or subpoena directed against Contractor (so long as Contractor has given ARRC prior notice of such and ARRC has had an opportunity to contest the same in a court of law); or (4) Contractor's defense against claims arising from performance of services under this contract.

13. Covenant Against Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or

secure this contract, and that it has not paid or agreed to pay any person, company, individual, or firm any commission, gift, percentage, fee, contingent upon or resulting from the award or making of this contract. For the breach or violation of this warranty, ARRC may terminate this contract without liability and, at its discretion, deduct from the contract price or otherwise recover the full amount of the commission, percentage, gift, or fee.

14. Standard of Performance. Contractor shall perform its services with care, skill and diligence in accordance with normally accepted industry standards and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications and other items and services furnished under this Contract. Contractor shall comply with all applicable federal, state and local laws and ordinances, codes, and regulations in performing its services. If any failure to meet the foregoing standard of performance appears within one (1) year after the services are accepted by ARRC, Contractor shall, at a minimum, reperform the work at no cost to ARRC and shall reimburse ARRC for any additional costs that may be incurred by ARRC or any of its contractors or subcontractors as a result of such substandard work. If Contractor should fail to reperform the work, or if ARRC determines that Contractor will be unable to correct substandard services before the time specified for completion of the project, if any, ARRC may correct such unsatisfactory work itself or by the use of third parties and charge Contractor for the costs thereof. The rights and remedies provided for in this section are in addition to any other remedies provided by law.

15. Warranty. In the event Contractor supplies equipment, goods, materials or other supplies in addition to services under this contract, Contractor warrants that said items: (a) shall be of good quality and free from all defects and deficiencies in workmanship, material and design; (b) shall be fit, suitable and operate successfully for their intended purpose; (c) shall be new; (d) shall be free from all liens, claims, demands, encumbrances and other defects in title; and (e) shall conform to the specifications, if any, stated in the contract. Contractor shall honor all guarantees and warranties offered by the manufacturer of the equipment, goods, materials or other supplies provided under this contract. The rights and remedies provided for in this section are in addition to any other remedies provided by law.

16. Indemnification. Contractor shall defend, indemnify and hold ARRC harmless from and against all claims and actions asserted by a third party (or parties) and related damages, losses and expenses, including attorney's fees, arising out of or resulting from the services performed or neglected to be performed by Contractor or anyone acting under its direction or control or in its behalf in the course of its performance under this contract and caused by any error, omission or negligent act, provided that Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the independent negligence of ARRC. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of ARRC, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term "independent negligence" is negligence other than ARRC's selection, administration, monitoring, or controlling contractor and in approving or accepting Contractor's work.

17. Insurance. Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, ARRC shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the ARRC contracting officer prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services.

17.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, worker's compensation insurance as required by applicable law. The Contractor shall be responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S.L. & H. and Jones Acts) must also be included.

17.2 Comprehensive (Commercial) General Liability Insurance: With coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements. Said policy shall name ARRC as an additional insured and contain a waiver of subrogation against ARRC and its employees.

17.3 Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000 property damage. Said policy shall name ARRC as an additional insured and contain a waiver of subrogation against ARRC and its employees.

17.4 Professional Liability (E&O) Insurance: Covering all errors, omissions or negligent acts of the Contractor, its subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to ARRC. Limits required are per the following schedule:

<u>Contract Amount</u>	<u>Minimum Required Limits</u>
Under \$100,000	\$ 500,000 per Occurrence/Annual Aggregate
\$100,000-\$499,999	\$1,000,000 per Occurrence/Annual Aggregate
\$500,000-\$999,999	\$2,000,000 per Occurrence/Annual Aggregate
Over \$1,000,000	Negotiable-Refer to Risk Management

18. ARRC's Rights Not Waived by Payment. No payment made by ARRC shall be considered as acceptance of satisfactory performance of Contractor's obligations under this contract. Nor shall any payment be construed as acceptance of substandard or defective work or as relieving Contractor from its full responsibility under the contract.

19. Nonwaiver. A party's failure or delay to insist upon strict performance of any of the provisions of this contract, to exercise any rights or remedies provided by this contract or by law, or to notify the other party of any breach of or default under this contract shall not release or relieve the breaching or defaulting party from any of its obligations or warranties under this contract and shall not be deemed a waiver of any right to insist upon strict performance of this contract or any of the rights or remedies as to any subject matter contained herein; nor shall any purported oral modification or rescission of this contract operate as a waiver of any of the provisions of this contract. The rights and remedies set forth in any provision of this Agreement are in addition to any other rights or remedies afforded the nonbreaching or nondefaulting party by any other provisions of this contract, or by law.

20. Savings Clause. If any one or more of the provisions contained in the contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this contract, but this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. Headings. The headings of sections and paragraphs of this contract are for convenience of

reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

22. Forum Selection. The parties shall not commence or prosecute any suit, proceeding or claim to enforce the provisions of the contract, to recover damages for breach or default under the contract, or otherwise arising under or by reason of the contract, other than in the courts of the State of Alaska for the Third Judicial District at Anchorage. The parties hereby irrevocably consent to the jurisdiction of said courts.

23. Conflict of Interest. Contractor shall act to prevent any actions or conditions which could result in a conflict with ARRC's best interests. This obligation shall apply to the activities of Contractor's employees and agents in their relationships with ARRC's employees, their families, vendors, subcontractors and third parties accomplishing work under this contract.

24. Publicity. Contractor shall not release any information for publication or advertising purposes relative to this contract or to the material, equipment and/or services furnished under this contract without the prior written consent of the ARRC.

25. Audit. ARRC has the right to audit at reasonable times the accounts and books of the Contractor in accordance with the provisions of ARRC Procurement Rule 1600.10.

26. Internal Controls and Record Keeping. Contractor shall keep full and accurate records and accounts of all of its activities in connection with this contract, including, without limitation, reasonable substantiation of all expenses incurred and all property acquired hereunder.

27. Force Majeure. Neither ARRC nor Contractor shall be responsible for failure to perform the terms of this contract when performance is prevented by force majeure, provided that: (1) notice and reasonably detailed particulars are given to the other party and (2) the cause of such failure or omission is remedied so far as possible with reasonable dispatch. The term "force majeure" shall mean acts of God, earthquakes, fire, flood, war, civil disturbances, governmentally imposed rules, regulations or other causes whatsoever, whether similar or dissimilar to the causes herein enumerated, which is not within the reasonable control of either party and which through the exercise of due diligence, a party is unable to foresee or overcome. In no event shall force majeure include normal or reasonably foreseeable or reasonably avoidable operational delays.

28. Permits and Licenses. The Contractor shall, at its own expense, obtain all necessary permits, licenses, certifications and any other similar authorizations required or which may become required by the government of the United States or any state or by any political subdivision of the United States or of any state except where laws, rules or regulations expressly require the ARRC to obtain the same.

29. Environmental Protection. When performing all obligations under the contract, Contractor shall comply with all specific instructions of ARRC with regard to environmental concerns, regardless of whether such instructions are based upon specific law, regulation or order of any governmental authority.

30. Set Off. If ARRC has any claim against the Contractor related or unrelated to this contract, it may set off the amount of such claim against any amount due or becoming due under this contract.

31. Observance of Rules. The contractor's personnel performing work or services hereunder on ARRC's premises shall observe all fire prevention, security, and safety rules in force at the site of the work.

32. No Third-Party Beneficiary Rights. No provision of this contract shall in any way inure to the

benefit of any third parties (including the public at large) so as to constitute any such person a third-party beneficiary of the contract or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

33. Entire Agreement. This contract represents the entire and integrated agreement between ARRC and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by a written instrument signed by both ARRC and the Contractor.

34. Key Personnel Changes. Contractor shall secure prior written approval from ARRC for any changes of key personnel assigned to perform services under this contract. ARRC reserves the right to reject any of Contractor's employees whose qualifications and/or experience in ARRC's good faith and reasonable judgment do not meet the standards necessary for the performance of the services required under this contract.

35. Reasonable Best Efforts. Subject to the terms and conditions herein provided, Contractor agrees to use all commercially reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to complete the work contemplated by this Agreement.

ARRC RFP #18-13-206910

Appendix 1

2013 Code Analysis

As of 2013-01-29. Object names as found on the system.

OBJECT	Object Description	Sys Code	Prod Code	Obj Type
R570101Z	Misc. Address Conversion	57	A/B	Report
R570111	Address Book Who's Who	57	A/B	Report
R5701151	Address Book Electronics	57	A/B	Report
T570101Z	Misc. Address Conversion	57	A/B	Data Structure
T570111	Address Book Who's Who	57	A/B	Data Structure
T5701151	Address Book Electronics	57	A/B	Data Structure
T5703B01Z	Misc. Address Conversion	57	A/B	Data Structure
D55APEML	AP Advice Email Data Structure	55	A/P	Data Structure
F5604002	ATTXCELL data in JDE format	56	A/P	Table
F5604003	CELLBILLS in JDE format	56	A/P	Table
P567101	A/P Positive Pay Text File Processor	56	A/P	Application
R5504001	A/P Payment Review Report	55	A/P	Report
R5504002	Check payment detail to csv	55	A/P	Report
R5604001	Wells Fargo PCard data load	56	A/P	Report
R5604002	Load ATTXCELL to JDE defined table	56	A/P	Report
R5604003	Load CELLBILLS to JDE defined table	56	A/P	Report
R5604004	Produce ATT Vouchers from Cell Bills	56	A/P	Report
R5604005	Travel Studio A/P Invoices	56	A/P	Report
R5604006	ARI Fuel Pcard purchases	56	A/P	Report
R570401Z	Vendor Information Conversion	57	A/P	Report
R570402Z	Vendor Contact Conversion	57	A/P	Report
R570403Z	Load Banking Data, alternate payee and related addresses	57	A/P	Report
R570404Z	Open A/P Conversion	57	A/P	Report
T5604001	Well Fargo PCard Data load	56	A/P	Data Structure
T5604004	Produce ATT Vouchers from Cell Bills	56	A/P	Data Structure
T5604005	Travel Studio A/P Load to JDE	56	A/P	Data Structure
T567101	A/P Positive Pay Text File Processor	56	A/P	Data Structure
T570401Z	Vendor Information Conversion	57	A/P	Data Structure
T570402Z	Vendor Contact Conversion	57	A/P	Data Structure
T570404Z	Open A/P Conversion	57	A/P	Data Structure
V5604003	Cell Phone Bills	56	A/P	Business View
V5609001	Travel Studio PCode to JDE G/L Acct	56	A/P	Business View
P5609001	Travel Studio PCode to JDE G/L Acct	56	A/R	Application

F5609001	Travel Studio PCode to JDE G/L Acct	56	A/R	Table File
R5603B01	Batch Invoice Load to JDE A/R	56	A/R	Report
R5603B02	Travel Studio A/R Load to JDE	56	A/R	Report
R5703B01Z	Customer Conversion	57	A/R	Report
R5703B02Z	Open A/R Conversion	57	A/R	Report
R5703B03Z	Open A/R Conversion - unapplied	57	A/R	Report
T5603B01	Batch Invoice Load to JDE A/R	56	A/R	Data Structure
T5603B02	Travel Studio A/R Load to JDE	56	A/R	Data Structure
T5703B02Z	Open A/R Conversion	57	A/R	Data Structure
T5703B03Z	Open A/R Conversion - unapplied	57	A/R	Data Structure
F5569027	AKRR - Optional Life File	55	Benefits	Table
F55P001	Premera Employees with Terminated Health Plans	55	Benefits	Table
F5608330	Demographic Change Field	56	Benefits	Table
F59401KM	401k and Roth Match Screen	59	Benefits	Table
P5908330	Enrollment Overrides - Custom	59	Benefits	Application
P5908334	Enrollment With Eligibility - Custom	59	Benefits	Application
P59401KM	401k and Roth Match Screen	59	Benefits	Application
R55P001	Premera EE Eligibility File	55	Benefits	Report
R55P002	Premera EE Funding Account File	55	Benefits	Report
R55P003	Premera EE Contribution File	55	Benefits	Report
R55U001	United Healthcare File	55	Benefits	Report
R5607001	Premera - Employee Health Coverage Eligibility - Outbound	56	Benefits	Report
R5608330	Vanguard 401K Interface	56	Benefits	Report
R5608330U	United Health Care	56	Benefits	Report
R5608330V	Vanguard 401K - 457	56	Benefits	Report
R5608330VP	Vanguard Pension	56	Benefits	Report
R5608336	Aetna Dental File	56	Benefits	Report
R5608336EG	Premera Eligibility File	56	Benefits	Report
R5708901	Dependent File Conversion - Check with Jess for AN8 #'s	57	Benefits	Report
T55P001	Premera EE Eligibility File	55	Benefits	Data Structure
T55P002	Premera EE Funding Account File	55	Benefits	Data Structure
T55P003	Premera EE Contribution File	55	Benefits	Data Structure
T55U001	United Healthcare Employee Cert	55	Benefits	Data Structure
T5607001	Premera - Employee Health Coverage Eligibility - Proc Opts	56	Benefits	Data Structure
T5608330	Vanguard 401K Interface - PO	56	Benefits	Data Structure
T5608330U	United Health Care	56	Benefits	Data Structure
T5608330V	Vanguard 401K Interface - PO	56	Benefits	Data Structure
T5608330VP	Vanguard Pension	56	Benefits	Data Structure
T5608336	Aetna Dental File	56	Benefits	Data Structure
T5608336EG	Premera Eligibility File	56	Benefits	Data Structure
T568901ELG	Premera Eligibility File	56	Benefits	Data Structure
T5908334	Enrollments With Eligibility - Custom	59	Benefits	Data Structure

V566156A	F06156 - F07186 - Join File	56	Benefits	Business View
V59401KM	401k and Roth Match Screen - All Fields	59	Benefits	Business View
R554822	Signal Cost - Service Billing	55	Billing	Report
R5548221	Signal Cost - Service Billing - Summary	55	Billing	Report
R55901BILL	Bill Flag Updater	55	Billing	Report
T55901BILL	Bill Flag Updater	55	Billing	Data Structure
B5748001	Work Order Attachments Conversion Only	57	CAM	Business Function
D5748001	GT4801A_Insert Generic Text	57	CAM	Data Structure
D590001	Parse Delimited String For Empty Segments	59	CAM	Data Structure
F564801	OIS BAD Order Interface - JDE to OIS - WF	56	CAM	Table
F5748001	Work Order Attachments Conversion Only	57	CAM	Table
F5748002	Work Order Header Import File	57	CAM	Table
F5748003	Work Order Task Import File	57	CAM	Table
P5513700	Equipment Work Order Work With - Custom	55	CAM	Application
P5517012	ARRC Equipment Search/Select	58	CAM	Application
P5517714	ARRC Work Order Revisions	58	CAM	Application
P5748001	Create Attachments For Work Orders	57	CAM	Application
P5748002	Import Work Order Task Data	57	CAM	Application
P5913700	Equipment Work Order Work With - Custom	59	CAM	Application
R5513415	Work Order Pick List - Custom	55	CAM	Report
R564801	OIS BAD Order Interface - OIS to JDE	56	CAM	Report
R5648011	OIS BAD Order Interface - JDE to OIS	56	CAM	Report
R564801C	Testing Calling Program - OIS	56	CAM	Report
R564801P	OIS BAD Order Interface PDF	56	CAM	Report
R5748001	Work Order Parts List - Obsolete	57	CAM	Report
R5748002	Import Work Order Header Data	57	CAM	Report
R5748003	Import Work Order Task Data	57	CAM	Report
R5748003AA	Import Work Order Task Data	57	CAM	Report
R5748004	Populate WO Header Z-File	57	CAM	Report
R5748005	Move Data From Z-File To WO Header	57	CAM	Report
R5748006	Populate WO Description Into F4801 and Attachments	57	CAM	Report
R5748007	WO Parts List	57	CAM	Report
T5513415	Work Order Pick List - Custom	55	CAM	Data Structure
T5513700	Equipment Work Order Work With - Custom	55	CAM	Data Structure
T5517012	ARRC Equipment Search/Select	58	CAM	Data Structure
T5517714	ARRC Work Order Revisions	58	CAM	Data Structure
T5913700	Equipment Work Order Work With - Custom	59	CAM	Data Structure
V564801A	OIS BAD Order Interface - JDE to OIS - WF All Fields	56	CAM	Business View
V5748001	Work Order Attachments Conversion Only	57	CAM	Business View
V5748003	Import Work Order Task Data Bus View	57	CAM	Business View
V574801A	Join Import Tables For Conversion Into Z-Table	57	CAM	Business View
F550601	Time Entry Account Search & Select - WorkFile	59	ESS Time	Table

F5551143	Employee Pay Type History	55	ESS Time	Table
F55618AK	Timecards from F06116/F0618 - Workfile	55	ESS Time	Table
F590601	Time Entry Account Search & Select - WorkFile	59	ESS Time	Table
F590901	Time Entry Account Search & Select - WorkFile	59	ESS Time	Table
P5551141	Daily Timecard Entry - Custom	55	ESS Time	Application
P5551151	Employee Timecard History & Certification	55	ESS Time	Application
P5551152	Employee Timecard History & Certification - Manager	55	ESS Time	Application
P5551161	Time Entry Relation Maintenance Screen	55	ESS Time	Application
P5551191	Time Entry Approval	55	ESS Time	Application
P5951141	Daily Timecard Entry - Custom	59	ESS Time	Application
P5951142	Daily Timecard Entry - Custom	59	ESS Time	Application
P5951151	Employee Timecard History & Certification	59	ESS Time	Application
P5951152	Employee Timecard History & Certification - Manager	59	ESS Time	Application
P5951161	Time Entry Relation Maintenance Screen	59	ESS Time	Application
P5951191	Time Entry Approval	59	ESS Time	Application
R550601	Work File Build of F590901 - Time Entry Account Search&Selec	55	ESS Time	Report
R5551141	ESS Print Timesheets	55	ESS Time	Report
R5551142	Timecard Status Report by Manager	55	ESS Time	Report
R5551143	Employee Pay Type History by Manager	55	ESS Time	Report
R5551144	ESS Time Entry Audit Report	55	ESS Time	Report
R5551145	All Employee Timecard	55	ESS Time	Report
R55618AK	Timecards from F06116/F0618 - Workfile	55	ESS Time	Report
R57051126	Manager Delegates - F051126	57	ESS Time	Report
R570618	Time Card History - F0618	57	ESS Time	Report
T5551141	ESS Print Timesheets	55	ESS Time	Data Structure
T5551142	Timecard Status Report by Manager	55	ESS Time	Data Structure
T5551143	Employee Pay Type History by Manager	55	ESS Time	Data Structure
T5551144	ESS Time Entry Audit Report	55	ESS Time	Data Structure
T5551191	Time Entry Approval	55	ESS Time	Data Structure
T55618AK	Timecards from F06116/F0618 - Workfile	55	ESS Time	Data Structure
T57051126	Manager Delegates Setup - Custom	57	ESS Time	Data Structure
T570618	Time Card History - F0618	57	ESS Time	Data Structure
T5951191	Time Entry Approval	59	ESS Time	Data Structure
V5551143	Employee Pay Type History	55	ESS Time	Business View
R571201	Fixed Asset Master Conversion	57	Fixed Assets	Report
R571201AA	Fixed Asset Master Conversion delete	57	Fixed Assets	Report
R571202	Fixed Asset Balance Conversion - F1202	57	Fixed Assets	Report
R571212	Fixed Asset Parent/Child Conversion - F1212	57	Fixed Assets	Report
R571217	Fixed Asset Equipment Master - F1217	57	Fixed Assets	Report

R5712MD	Fixed Asset Media Object	57	Fixed Assets	Report
T571201	Fixed Asset Master Conversion	57	Fixed Assets	Data Structure
T571202	Fixed Asset Balance Conversion	57	Fixed Assets	Data Structure
T571212	Fixed Asset Parent/Child Conversion - F1212	57	Fixed Assets	Data Structure
T571217	Fixed Asset Equipment Master - F1217	57	Fixed Assets	Data Structure
T5712MD	Fixed Asset Media Object	57	Fixed Assets	Data Structure
F55GLCNV	GL Conversion	55	G/L	Table
F5609001	Travel Studio PCode to JDE G/L Acct	56	G/L	Table
R550902BA	Copy BA Ledger to B* Ledgers	55	G/L	Report
R5509U01	Load F0911Z1	55	G/L	Report
R5509UPL	Load F0911Z1 data	55	G/L	Report
R5509Z1U	Load F0911Z1 data	55	G/L	Report
R55BS	Balance Sheet	55	G/L	Report
R55IS	Income Statement	55	G/L	Report
R55ISMTD	Income Statement MTD	55	G/L	Report
R55ISYTD	Income Statement YTD	55	G/L	Report
R55REVMTD	Revenue Comparison - MTD	55	G/L	Report
R55REYTD	Revenue Comparison - YTD	55	G/L	Report
R55SOOMTD	Statement of Operations - MTD	55	G/L	Report
R55SOOYTD	Statement of Operations - YTD	55	G/L	Report
R5609001	Travel Studio G/L Transactions	56	G/L	Report
R5609501	Import Bank Reconciliation To JDE	56	G/L	Report
T5509U01	Upload F0911Z1 Processing Options	55	G/L	Data Structure
T5509UP1	Upload	55	G/L	Data Structure
T5509UPL	Upload F0911Z1 Processing Options	55	G/L	Data Structure
T5509Z1U	Upload F0911Z1 Processing Options	55	G/L	Data Structure
T5609001	Travel Studio G/L Load to JDE	56	G/L	Data Structure
T5609501	Import Bank Reconciliation To JDE Processing Options	56	G/L	Data Structure
V550901A	Account Search & Select - F0006/F0901	55	G/L	Business View
V55GLCNV	GL Conversion	55	G/L	Business View
P590801	Employee Master - Custom	59	HR	Application
P59801EM	Employee/Personal - Custom	55	HR	Application
R5606001	Health and Safety Interface	56	HR	Report
R5700092	Supplemental Data	57	HR	Report
R57060116	F060116 - Additional Data Upload	57	HR	Report
R57060120	Employee Additional - F060120 Update	57	HR	Report
R5708001	Job Information Conversion	57	HR	Report
R5708101	Position Control Conversion	57	HR	Report
R57081012	Position Control Conversion - F081012	57	HR	Report

R5708101A	Position Control Conversion - Second Pass	57	HR	Report
R5708101B	Position Control Allocation	57	HR	Report
T5606001	Health and Safety Interface - Processing Options	56	HR	Data Structure
T5700092	Supplemental Data	57	HR	Data Structure
T57060116	F060116 - Additional Data Upload	57	HR	Data Structure
T57060120	Employee Additional - F060120 Update	57	HR	Data Structure
T5708101	Position Control Conversion	57	HR	Data Structure
T57081012	Position Control Conversion - F081012	57	HR	Data Structure
T5708901	Dependent File Conversion	57	HR	Data Structure
T590801	Employee Master - Custom	59	HR	Data Structure
V060116P	Employee Personal	55	HR	Business View
V550601A	View F550601 - All Fields	59	HR	Business View
V5506116	Employee Timecard Join F060116 F060120	55	HR	Business View
V5606001	Health and Safety Interface - Business View	56	HR	Business View
R574016B1	Item Notes Conversion	57	Inventory	Report
R5741021	Item Master Conversion	57	Inventory	Report
R574104	Item Master Conversion - F4104	57	Inventory	Report
R574106	Item Master Conversion - F4106	57	Inventory	Report
R574111	Inventory Conversion	57	Inventory	Report
R574111A	Year Updtare	57	Inventory	Report
R574115	Item History Conversion	57	Inventory	Report
R574117	Item Master Conversion	57	Inventory	Report
R57GT4016B	Item Master Conversion - GT4016B	57	Inventory	Report
R57GT4101	Item Master Conversion - GT4101	57	Inventory	Report
T5741021	Item Master Conversion	57	Inventory	Data Structure
T574104	Item Master Conversion- F4104	57	Inventory	Data Structure
T574106	Item Master Conversion- F4106	57	Inventory	Data Structure
T574111	Inventory Conversion	57	Inventory	Data Structure
T574111A	Quantity Update	57	Inventory	Data Structure
T574115	Item History Conversion	57	Inventory	Data Structure
T574117	Item Master Conversion	57	Inventory	Data Structure
T57GT4016B	Item Master Conversion - GT4016B	57	Inventory	Data Structure
T57GT4101	Item Master Conversion - GT4101	57	Inventory	Data Structure
R5506001	Payroll ARP	55	Payroll	Report
R5506146	Udate F06146 from THTY = to <i>THTY=4</i>	55	Payroll	Report
R5507231	Print Checks	55	Payroll	Report
R5507233	Print Auto Deposit Advices	55	Payroll	Report
R5706017	W4 Conversion	57	Payroll	Report
R5706106	Employee DBA	57	Payroll	Report
R5706146	Vacation Beg Balance	57	Payroll	Report
R57065016	Direct Deposit Conversion	57	Payroll	Report
R5707107	Wage Attachements	57	Payroll	Report
T5506001	Payroll ACH Processing Options	55	Payroll	Data Structure

T5506146	Update F06146 from THTY = to THTY=3	55	Payroll	Data Structure
T5507231	Print Checks	55	Payroll	Data Structure
T5507233	Print Auto Deposit Advices	55	Payroll	Data Structure
T5706017	W4 Conversion	57	Payroll	Data Structure
T5706106	Employee DBA	57	Payroll	Data Structure
T5706146	Vacation Beg Balance	57	Payroll	Data Structure
T57065016	Direct Deposit Conversion	57	Payroll	Data Structure
T5707107	Wage Attachements	57	Payroll	Data Structure
R5543500	Purchase Order Print - Custom	55	Procure	Report
R5543501	Purchase Order Print Output	55	Procure	Report
R5543E01	Requisition Self Service Print	55	Procure	Report
R5743001	PO Conversion	57	Procure	Report
R5743002	PO Detail Conversion	57	Procure	Report
R5743003	PO Header Notes Conversion	57	Procure	Report
R5743004	PO Detail Notes Conversion	57	Procure	Report
T5543500	Purchase Order Print - Custom	55	Procure	Data Structure
T5543501	Purchase Order Print Output	55	Procure	Data Structure
T5908330	PO Enrollment Overrides - Custom	59	Procure	Data Structure
V5543E01	Requisition Self Service Print Bus View F43E01/F43E11	55	Procure	Business View
P5951121	Speed Time Entry - Custom	59	Time Entry	Application
T5951121	Speed Time Entry Processing Options - Custom	59	Time Entry	Data Structure
V550618	Join F0618 F06116	55	Time Entry	Business View
F5906001	Import UTU Timecard To JDE	59	UTU Time	Table
F5906002	Crew Scheduling Batch Header Control Table	59	UTU Time	Table
F5906003	Pay Type Translation Table	59	UTU Time	Table
F590601Z	Employee Transactions - Batch File	59	UTU Time	Table
P5900001	To Make Application run Local	59	UTU Time	Application
P5906001	Update / Modify Crew Scheduling Records	59	UTU Time	Application
P5906002	Pay Type Translation	59	UTU Time	Application
R5906001	Import UTU Timecard To JDE	59	UTU Time	Report
R5906002	Crew Scheduling Rules - Move To Custom Z-Table	59	UTU Time	Report
R5906003	Crew Scheduling Rules - Daily Overtime	59	UTU Time	Report
R5906004	Crew Scheduling Rules - Weekly OT	59	UTU Time	Report
R5906005	Crew Scheduling Rules - Retrieve Pay Rate	59	UTU Time	Report
R5906006	Crew Scheduling Rules - Extra Board	59	UTU Time	Report
R5906007	Crew Scheduling Rules - Pensionable Wages	59	UTU Time	Report
R5906008	Crew Scheduling Rules - Leave Accrual	59	UTU Time	Report
R5906009	Move Time Entry Cards To JDE Z-Table	59	UTU Time	Report
T5906001	Import UTU Timecard To JDE Processing Options	59	UTU Time	Data Structure
T5906001A	Crew Scheduling App Processing Options	59	UTU Time	Data Structure
T5906002	Crew Scheduling Rules Processing Options	59	UTU Time	Data Structure
T5906003	Crew Scheduling Rules Processing Options - Daily OT	59	UTU Time	Data Structure
T5906004	Crew Scheduling Rules Processing Options - Weekly OT	59	UTU Time	Data Structure

T5906005	Crew Scheduling Rules Processing Options - Retrieve Pay Rate	59	UTU Time	Data Structure
T5906006	Crew Scheduling Rules Processing Options - Extra Board	59	UTU Time	Data Structure
T5906007	Crew Scheduling Rules Processing Options - Pensionable Wages	59	UTU Time	Data Structure
T5906008	Crew Scheduling Rules Processing Options - Leave Accrual	59	UTU Time	Data Structure
T5906009	Copy Records To Time Entry Z-File	59	UTU Time	Data Structure
V556116	Employee Timecard Join F06116 F060116	55	UTU Time	Business View
V556116A	Employee Transaction Delete	55	UTU Time	Business View
V556116Z	Employee Master - F060116 All Fields	55	UTU Time	Business View
V55618AK	Timecards from F55618AK - Workfile	55	UTU Time	Business View
V5906001	UTU Time Scheduling - All Fields (F5906001)	59	UTU Time	Business View
V5906002	Crew Scheduling Batch Header Business View	59	UTU Time	Business View
V5906003	Pay Type Translation Business View	59	UTU Time	Business View
V590601A	View F590601 - All Fields	59	UTU Time	Business View
V590601Z	Employee Transactions Z-File - All Fields F590601Z	59	UTU Time	Business View
V5906Z01	Daily Overtime Business View	59	UTU Time	Business View
V5906Z02	F590601Z / F5906003 Join Business View	59	UTU Time	Business View
V590901A	View F590901 - All Fields	59	UTU Time	Business View